

1           BEFORE THE ARIZONA CORPORATION COMMISSION

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3	IN THE MATTER OF U S WEST	)	DOCKET NO.
	COMMUNICATIONS, INC.'S	)	T-00000A-97-0238
4	COMPLIANCE WITH SECTION 271	)	
	OF THE TELECOMMUNICATIONS	)	SUPPLEMENTAL
5	ACT OF 1996.	)	FINAL WORKSHOP
		)	

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12           REPORTER'S TRANSCRIPT OF PROCEEDINGS

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VOLUME I  
(Pages 1 through 272)

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Phoenix, Arizona  
July 30, 2002

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Prepared for:

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1           BE IT REMEMBERED that the above-entitled and  
2 numbered matter came on regularly to be heard before  
3 the Arizona Corporation Commission at 5090 North 40th  
4 Street, Phoenix, Arizona, commencing at 9:15 a.m., on  
5 the 30th day of July, 2002.

6

7 ATTENDEES:

8 For Doherty & Company:

9       Hagood Bellinger  
10       Phil Doherty

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19       Karen Clauson  
20       Lynne Powers  
21       Ellen Gavin (Present telephonically)  
22       Garth Morrisette (Present telephonically)  
23       Bonnie Jean Johnson (Present telephonically)  
24       David Frame (Present telephonically)  
25       Kathy Stichter (Present telephonically)

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For WorldCom, Inc.:

27

28       Tom Dixon (Present telephonically)  
29       Liz Balvin (Present telephonically)  
30       Sherry Lichtenberg (Present telephonically)

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1 ATTENDEES:

2 For AT&T Communications of the Mountain States, Inc.:

3 Rick Wolters  
4 Tim Connolly

5 For Qwest Corporation:

6 Teresa Wahlert  
7 Maureen Arnold  
8 Andy Crain  
9 Chris Viveros  
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13 Janet Nimrod  
14 Mike Williams  
15 Alan Zimmerman  
16 Joe Craig  
17 Dennis Pappas  
18 Michael Whitt  
19 Susan Bliss  
20 Toni Dubuque  
21 Judy Schultz  
22 Connie Winston  
23 Arturo Ibarra (Present telephonically)  
24 Mike Reid (Present telephonically)  
25 Shawn Casey (Present telephonically)  
Chuck Steese (Present telephonically)

17 For McLeodUSA Telecommunications Services, Inc.:

18 Dan Lipschultz (Present telephonically)

20 For Hewlett Packard:

21 Jeff Crockett  
22 Bill Koerner  
23 Tim Neville  
24 Steve Quarles  
25 Angela Wade  
Robert Halle  
Curt Carland

1 ATTENDEES:

2 For Cap Gemini Ernst & Young:

3 Ed Wynn  
4 Bob Dryzgula  
5 Liz Lehr  
6 Dave McElroy  
7 Ellen Pritts  
8 Debra Prescott  
9 Jerry Stroud  
10 J.C. Aubry  
11 Susan Hayslip  
12 Dan Benventano

13 For Communications Workers of America:

14 Diane Bacon

15 For the Residential Utility Consumer Office:

16 Lindy Funkhouser  
17 Dan Pozefsky  
18 Marylee Diaz Cortez

19 CAROLYN T. SULLIVAN, RPR  
20 CCR No. 50528  
21  
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23  
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1 MR. BELLINGER: We'll start with appearances.

2 I'm Hagood Bellinger with DCI.

3 MS. SCOTT: Maureen Scott with the Arizona  
4 Corporation Commission Staff.

5 MS. KALLEBERG: Marta Kalleberg with Arizona  
6 Corporation Commission Staff.

7 MR. BOYLES: Richard Boyles, Commission  
8 Staff.

9 MR. WOLTERS: Richard Wolters, AT&T.

10 MR. CONNOLLY: Tim Connolly, AT&T.

11 MS. CLAUSON: Karen Clauson, Eschelon  
12 Telecom.

13 MS. POWERS: Lynne Powers, Eschelon Telecom.

14 MR. NEVILLE: Tim Neville, Hewlett-Packard.

15 MR. KOERNER: Bill Koerner, Hewlett-Packard.

16 MR. QUARLES: Steve Quarles, Hewlett-Packard.

17 MR. HALLE: Robert Halle, Hewlett-Packard.

18 MR. CARLAND: Curt Carland, Hewlett-Packard.

19 MR. CROCKETT: Jeff Crockett, outside counsel  
20 for Hewlett-Packard.

21 MS. WADE: Angie Wade, Hewlett-Packard.

22 MR. CRAIG: Joe Craig, Qwest.

23 MR. PAPPAS: Dennis Pappas, Qwest.

24 MR. WILLIAMS: Mike Williams, Qwest.

25 MR. WHITT: Michael Whitt, Qwest.

1 MS. BLISS: Susie Bliss, Qwest.  
2 MS. DUBUQUE: Toni Dubuque, Qwest.  
3 MS. SCHULTZ: Judy Schultz, Qwest.  
4 MS. WINSTON: Connie Winston, Qwest.  
5 MS. LUCKRITZ: Monica Luckritz, Qwest.  
6 MS. NIMROD: Janet Nimrod, Qwest.  
7 MS. JOINES: Kelly Joines, Qwest.  
8 MS. WAHLERT: Teresa Wahlert, Qwest.  
9 MS. ARNOLD: Maureen Arnold, Qwest.  
10 MS. WOODCOCK: Beth Woodcock with Perkins  
11 Coie representing Qwest.  
12 MR. BUHLER: Dean Buhler, Qwest.  
13 MR. CRAIN: Andy Crain, Qwest.  
14 MR. VIVEROS: Chris Viveros, Qwest.  
15 MR. DRYZGULA: Bob Dryzgula, Cap Gemini Ernst  
16 & Young.  
17 MR. WYNN: Ed Wynn, Winston & Strawn, outside  
18 counsel for Cap Gemini Ernst & Young.  
19 MR. DINUNZIO: Mark DiNunzio, Commission  
20 Staff.  
21 MR. BELLINGER: Wait a minute.  
22 MS. HAYSLIP: Susan Hayslip, Cap Gemini Ernst  
23 & Young.  
24 MR. McELROY: Dave McElroy Cap Gemini Ernst &  
25 Young.



1 MR. STROUD: Jerry Stroud, Cap Gemini Ernst &  
2 Young.

3 MR. BENVENTANO: Dan Benventano, Cap Gemini  
4 Ernst & Young.

5 MS. PRESCOTT: Debra Prescott, Cap Gemini  
6 Ernst & Young.

7 MS. LEHR: Liz Lehr, Cap Gemini Ernst &  
8 Young.

9 MS. PRITTS: Ellen Pritts, Cap Gemini Ernst &  
10 Young.

11 MR. AUBRY: J. C. Aubry, Cap Gemini Ernst &  
12 Young.

13 MR. ROWELL: Matt Rowell, Commission Staff.

14 MR. DOHERTY: Phil Doherty, DCI.

15 MS. CASEY: Shawn Casey, Qwest.

16 MR. REID: Mike Reid, Qwest.

17 MR. DIXON: Tom Dixon, WorldCom.

18 MS. BALVIN: Liz Balvin, WorldCom.

19 MR. STEESE: Chuck Steese on behalf of Qwest.

20 And I am having an incredibly difficult time hearing  
21 people in the room.

22 MR. CRAIN: We will pipe up.

23 MR. LIPSCHULTZ: Dan Lipschultz, McLeod.

24 MS. GAVIN: Ellen Gavin, Eschelon.

25 MR. BELLINGER: Is that all on the bridge?

1 (No response.)

2 MR. BELLINGER: Back here.

3 MS. BACON: Diane Bacon, Communications  
4 Workers of America.

5 MS. DIAZ CORTEZ: Marylee Diaz Cortez, RUCO.

6 MR. FUNKHOUSER: Lindy Funkhouser, RUCO.

7 MR. BELLINGER: Okay. Now we need to  
8 identify witnesses.

9 (The following were duly sworn en masse by  
10 the certified court reporter: Lynne Powers, Steve  
11 Quarles, Tim Neville, Bill Koerner, Curt Carland, Joe  
12 Craig, Dennis Pappas, Mike Williams, Michael Whitt,  
13 Susie Bliss, Toni Dubuque, Judy Schultz, Connie  
14 Winston, Dean Buhler, Chris Viveros, Bob Dryzgula,  
15 Susan Hayslip, Jerry Stroud, Dan Benventano, Debra  
16 Prescott, Liz Lehr, Ellen Pritts, Tim Connolly, Liz  
17 Balvin.)

18 MR. BELLINGER: Okay.

19 MR. DIXON: Hagood, I just want to remind you  
20 that when Sherry Lichtenberg gets on the call, she'll  
21 need to be sworn if she makes any statements. And  
22 I'll try and remind you to do that.

23 MR. BELLINGER: We'll do that.

24 Okay, today's workshop, as everyone knows, is  
25 to discuss and try to deal with the Eschelon issues

1 and also if McLeod has some. But that's the focus of  
2 the workshop.

3 We really appreciate the other CLECs being  
4 here and want you to participate, but we're not here  
5 to open issues that have already been handled and  
6 discussed. We're to deal with Eschelon issues. So  
7 I'll try to keep us focused on Eschelon. So if I  
8 interrupt discussion that's going along a different  
9 path, the reason is to focus on Eschelon, and we will  
10 do that.

11 Any comments on that?

12 MR. DIXON: Hagood, this is Tom Dixon. My  
13 first concern is that there may be other issues that  
14 come up today that have arisen since the last workshop  
15 that are factual oriented. And, in fact, these came  
16 up last week in the change management redesign  
17 process. So I want to start off by at least being up  
18 front and stating that WorldCom and perhaps others may  
19 relate an impasse we encountered on Friday, July 26th,  
20 on functionality and products that relate to SATE. So  
21 the question I pose to you at this point, at the time  
22 this workshop was set up, we had no indication we had  
23 a problem since this occurred last Friday. If you are  
24 not going to let us address this issue, then WorldCom  
25 requests that another workshop be established so that

1 we can establish a factual record and put the impasse  
2 issue before the Commission or at least the Staff. I  
3 don't want how you want to handle it, but I want to  
4 get this taken care of right up front.

5 MR. BELLINGER: If we have time, we'll take  
6 care of it. Otherwise, we'll try to find a way to get  
7 it done.

8 MR. WOLTERS: AT&T wanted to address that  
9 issue, also, during these two days.

10 MS. CLAUSON: That is an issue for Eschelon  
11 as well. We agree with the position of AT&T and  
12 WorldCom on that issue.

13 MR. BELLINGER: Okay. We will try to get to  
14 it.

15 MR. DIXON: Hagood, this is Tom Dixon again.  
16 It sounds like if Eschelon will be addressing it, we  
17 can comment. Because I wasn't sure exactly what  
18 Eschelon would be addressing in the workshop.

19 MR. BELLINGER: It was not on their list.

20 MS. CLAUSON: It was after we put together  
21 our list.

22 MR. DIXON: And I am having a little trouble  
23 hearing Karen.

24 MR. BELLINGER: I'm the only one that has a  
25 mike, and we'll try to get people to speak up. But as

1 people are making presentations, we'll move the mike  
2 around. I'm not sure exactly how well we'll do in  
3 terms of following the agenda because Eschelon has a  
4 presentation they want to make and have other people  
5 coming in later, and so we'll try to work with that  
6 the best we can. So we I guess should go to opening  
7 comments.

8 Qwest, do you want to go first?

9 MR. CRAIN: Sure.

10 I just wanted to -- this is Andy Crain from  
11 Qwest. I just wanted to address first what this  
12 workshop is about and what Qwest is -- has brought a  
13 slew of people down to address today. We're here to  
14 address issues and address particularly the issues  
15 that Eschelon and a couple apparently that McLeod may  
16 assert that they would have raised had these  
17 agreements not been in place. We're here to try to  
18 resolve issues. We're going to work hard to see what  
19 we can resolve and see what we can address.

20 That being said, I wanted to talk a little  
21 bit about what this -- the time frames that are  
22 involved and what this workshop I don't think is  
23 about.

24 First of all, it's our understanding from the  
25 Commission's instructions that we are not here to

1 address what was in the unfiled agreements and whether  
2 or not there was an agreement to preclude people from  
3 participating in 271 and that sort of thing. We don't  
4 have the people here to address those issues. We  
5 probably could spend three days discussing what had  
6 been agreed to and what hadn't, and I'm sure we  
7 wouldn't come to complete agreement on that. To avoid  
8 what I think would be very unproductive time, we're  
9 here to focus on those issues that Eschelon in  
10 particular claims they would have raised had that  
11 agreement not been in place.

12           That being said, I want to talk a little bit  
13 about the time frames of that agreement and assuming  
14 that that agreement did preclude them. And everything  
15 I say from here on out will assume that they were  
16 precluded from coming here and raising issues that  
17 they had. And that agreement, by Eschelon's own  
18 filing, was entered into on November 15, 2000.

19           By that time, we had negotiated and agreed to  
20 a complete set of performance measures, definitions,  
21 the PIDs were complete. They were defined. They were  
22 on file with the Commission. We had completely agreed  
23 to after days and days and probably hundreds of days  
24 of workshops and discussions on a Master Test Plan  
25 that had been agreed to and filed with the Commission

1 at least probably about six months or eight months  
2 before that date. We'd also agreed upon and completed  
3 discussions on the test requirements document.

4           So anybody claiming that they were not able  
5 to raise issues about what should and shouldn't be in  
6 the PIDs, what should or shouldn't have been in the  
7 test I think isn't an issue that we ought to be  
8 discussing today because, clearly, all parties had an  
9 opportunity to raise all those issues.

10           Now, to the extent there's an issue that  
11 arose after that date, we probably should be  
12 discussing that because that possibly is something  
13 that somebody could have brought as a CR. But an  
14 overall just reopening of all the discussions on the  
15 PIDs, what the benchmarks should be, what should have  
16 been in the test, what should not have been in the  
17 test I don't think is what we're here to discuss.

18           In addition, we're here to discuss general  
19 issues on 271, things that are related to Qwest's  
20 overall performance to all CLECs and Qwest's legal --  
21 whether or not Qwest is meeting its legal  
22 requirements. We're not here to discuss any  
23 particular disputed issue. And the FCC's made clear  
24 that basic simple contract disputes between Qwest and  
25 any particular CLECs are not the subject of a 271

1 dispute. Those are things that should be discussed in  
2 things like complaint cases rather than a 271 case.

3 In addition, what we should be talking about  
4 is overall compliance. And while isolated incidents  
5 of activity can have some bearing on it, those are not  
6 conclusive in terms of our performance. We need to  
7 look at overall performance rather than whether or not  
8 one tech at one time did something in particular that  
9 may or may not have been proper.

10 So we're here to discuss the issues. We're  
11 here to try to resolve everything we can. And I guess  
12 the other point I had was that the agreement, by  
13 Eschelon's own admission, ended at the end of February  
14 of this year. After that date, we had further  
15 proceedings that, by Eschelon's own admission, they  
16 were completely free to participate in. That included  
17 a complete workshop on test results, including in that  
18 workshop was a complete discussion of change  
19 management.

20 So to the extent people are raising issues  
21 and Eschelon is raising issues about what should be  
22 raised, I think it should be limited to the time frame  
23 of what was happening here between November 15 of 2000  
24 and February 28 of 2002. And by that November 15  
25 date, we had, as I said, completed discussion of the



1 PIDs. We had completed discussions of the Master Test  
2 Plan. We had completed workshops on things like  
3 collocation and interconnection. So let's try to  
4 limit it to what actually would have been raised had  
5 there been the opportunity to do so.

6           To move these issues along, I would suggest  
7 that we identify an issue one by one, have the parties  
8 state their positions on that particular issue, and  
9 then see if we can try to reach some kind of  
10 resolution and then move on to the next issue and see  
11 if we can resolve things one by one.

12           Qwest is willing to devote the time this week  
13 necessary to get everything done. We're willing to  
14 stay here till midnight tonight. We're willing to  
15 stay here till midnight tomorrow night. We're willing  
16 to stay here the rest of the week if we don't get  
17 everything done by tomorrow afternoon. So I'd say,  
18 let's get at it and see what we can accomplish.

19           MR. BELLINGER: Thanks.

20           Karen.

21           MS. CLAUSON: Karen Clauson of Eschelon.

22           We really do appreciate the opportunity to be  
23 here. Although it's been a very short amount of time  
24 to get ready, we have tried to pull together some  
25 materials that will give you an idea of what it's like

1 to do business in Qwest's territory and what the  
2 end-user customer's experience is. And that is the  
3 driving theme through all of our materials and will be  
4 through our presentation, is what is the end-user  
5 customer's experience.

6           And if you look at -- for a CLEC wholesale  
7 customer of Qwest, if you look at whether a CLEC  
8 customer is going to change carriers initially,  
9 whether they're going to switch back, what was their  
10 experience and how much of that experience was driven  
11 by Qwest. And if it's an adverse experience and they  
12 switch back, this harms the CLEC's reputation and  
13 makes it harder to do business in this geographic  
14 area. And if that's the case, is this the time to  
15 allow Qwest into the long distance market when the  
16 local market really is truly not open. And that is  
17 our experience.

18           I had not intended to make opening comments,  
19 but I do feel that I have to respond to some of the  
20 things that Mr. Crain has opened up.

21           You know, I believe that his opening comments  
22 sent a very mixed message and a disappointing one. On  
23 the one hand, we're here to resolve your issues. But  
24 let's really limit them to something that maybe  
25 happened in a past time period. Well, look at what

1 the Department of Justice in its recommendation at the  
2 FCC said about Qwest's application. It said, at the  
3 time of filing -- if we look at this at the time of  
4 filing, Qwest does not meet the requirements for 271.  
5 But Qwest doesn't have to show you a long history of  
6 meeting it. It can show it's meeting it right here  
7 and now. And if the FCC reviews additional evidence  
8 provided by Qwest right here and now, maybe the FCC  
9 will conclude otherwise.

10 Well, so Qwest gets to show what the  
11 experience is right here and now and gets to put in  
12 new evidence to shore up its weaknesses. At the same  
13 time, it's sending a message that we don't want to  
14 hear from their No. 2 CLEC wholesale customer what  
15 their experience is here today. And we object to  
16 that. I don't think actually it's a legal issue  
17 because we've had these problems for a long time.

18 The first thing we're going to do is start  
19 with the issues that we raised in this proceeding in  
20 September of 2000 and go over the ones that are still  
21 problems today. So I don't think we've got any issue  
22 there about fine points and whether these should have  
23 been raised. Our problems have continued over a  
24 period of time. They are not onesie/twosies, they are  
25 problems that are persistent and that should be taken

1 care of.

2 I also believe there are problems that are in  
3 the areas that the DOJ has legitimately pointed out  
4 are weak spots for Qwest. Their manual handling of  
5 orders, which is our life experience because so much  
6 is manually handled, is that if you don't measure  
7 that, if you don't take account of that, you are not  
8 measuring the end-user customer experience. So don't  
9 tell me you want to resolve my problems if you don't  
10 want to hear them. We would like a legitimate look at  
11 those issues.

12 As far as the time frames of the workshop,  
13 virtually everything was closed by March 4th when we  
14 could come into the proceedings. It's also an  
15 unrealistic thing to say that you have not -- even  
16 though you have not participated in very complicated  
17 proceedings that deal with PIDs and z-tests and all of  
18 these things that in one month's notice, you can  
19 suddenly jump in and participate not knowing the  
20 procedure and all the history that's come. It's not  
21 an easy thing to do. We are here to tell you what our  
22 experience now is. We can't put it in context for you  
23 because we weren't there. We don't know the context.

24 We do agree that it's our understanding that  
25 this particular workshop does not deal with the public

1 interest test. It does not deal with the unfiled  
2 agreements. However, Mr. Crain has made his views on  
3 that part of the record, and so I simply can read to  
4 you in the letter dated November 15th of 2000 that  
5 does restrict our participation in 271. That during  
6 the development of the plan and thereafter, if an  
7 agreed-upon plan is in place by April 30th, 2001,  
8 Eschelon agrees to not oppose Qwest's efforts  
9 regarding 271 approval or to file complaints before  
10 any regulatory body concerning issues arising out of  
11 the interconnection agreements.

12           There certainly was an agreement to not  
13 participate in 271. I believe in a separate hearing  
14 or workshop, they'll go over the extent to which Qwest  
15 actively enforced that agreement. We do not want to  
16 discuss that today because we're here to discuss our  
17 performance issues. But I don't think it's fair to  
18 say we're not here to discuss it and then go on and  
19 discuss it.

20           With respect to Mr. Crain's point that the  
21 PIDs are not at issue and revising the PIDs, we have  
22 measured performance the best we can, and we're going  
23 to go over that for you. Whether that has  
24 implications for the PIDs is something that you all  
25 who are more familiar with them will probably have to

1 decide. I don't believe the PIDs are a closed issue.  
2 The Department of Justice's comments -- evaluation of  
3 the United States Department of Justice mentions one  
4 or two areas where the PIDs are now being reevaluated  
5 and they're now being changed.

6 PID PO-19b is a new measure that's being  
7 created with respect to SATE. I can't put my hands on  
8 it at this particular moment, but I believe there's  
9 also a PID or some kind of measure being created with  
10 respect to training or manual handling, and I could  
11 find that reference on a break if you need it. So  
12 there are circumstances that if you learn about them  
13 may have an impact on those. I'm not saying that  
14 there are or are not any of those here, but I would  
15 certainly not foreclose that as a possibility.

16 With respect to taking the issues one by one,  
17 we had some e-mail exchange, voicemail exchange about  
18 the agenda but were pretty unclear about it when we  
19 came. But with the amount of notice, we did the best  
20 we can to prepare.

21 We have a group of people that we would like  
22 to have on the phone for the initial presentation and  
23 then as they're needed for issues that come up. So  
24 the way we had planned to do it and what I mentioned  
25 to Maureen Scott was that we would have Lynne go

1 through all of our issues with those people on the  
2 phone, and then they could come back as we Q and A.

3 We had thought based on that last exchange of  
4 e-mails that we would not be until after lunch, and so  
5 we are scrambling now to try to see if we can get  
6 people on sooner if we get to it sooner. And we'll  
7 try to be as flexible on that as we can.

8 And that's really our opening.

9 MR. BELLINGER: Our intent is to take your  
10 issues, and we want to focus on issues. And we can  
11 take them one at a time is what we want to try to do.  
12 And what I want to do is stay focused on the issues.  
13 So that would be the way we would like to run the  
14 workshop.

15 MS. SCOTT: And, Karen, I would just make two  
16 points.

17 We wanted you to go first because you  
18 indicated that your people in Minnesota that there's a  
19 two-hour time difference. So we tried to move you up  
20 rather than move you back where the time difference  
21 would come into play.

22 Second, we realize that people only had a  
23 couple weeks to get ready for the workshop. However,  
24 we do have a copy of your FCC comments. Everybody on  
25 Staff and the consultants has those. Those comments

1 were very detailed, and they certainly gave us what we  
2 want to be a good understanding of what your issues  
3 were that we will explore today.

4 MS. CLAUSON: We really appreciate that. We  
5 really do. And we know getting ready for it -- we  
6 know what the issues are, and we know there's a burden  
7 on you getting ready in that short time. When your  
8 e-mail said, we'll try to have you done by 5, I was  
9 looking at the block of time, and that's why I went  
10 back from lunch. But, again, we'll get whoever we can  
11 on the phone. I see there are some issues on the  
12 agenda before us -- right before we proceed, if we can  
13 take a break so I can see who we've got available,  
14 that would be great.

15 MR. BELLINGER: Well, the issues that are on  
16 the list was Checklist Item 1 and 2. 1 is the  
17 collocation issues that you've raised. That's why  
18 that's on there.

19 MS. CLAUSON: I didn't realize those were our  
20 issues since it has a separate thing listing Eschelon.

21 MR. BELLINGER: And 2 has to do with the  
22 operational issues. So anything any more particular  
23 UNE-P issues that you came to the workshop. And we  
24 wanted to make sure that we got the checklist items  
25 out of the way and the SGAT, so that would be



1 Checklist Item 1 and 2.

2 AT&T, did you want to make any comment?

3 Let me ask -- McLeod, let me take you next.

4 MR. LIPSCHULTZ: Dan Lipschultz.

5 MR. BELLINGER: Do you want to make some  
6 comments?

7 MR. LIPSCHULTZ: Briefly. And primarily  
8 really want to thank you and the Staff and the  
9 Commission for the opportunity to appear and speak to  
10 the Staff and participate in these workshops now at  
11 this late date.

12 And I've heard what Mr. Crain had to say, and  
13 I respect the parameters that I think Staff wants to  
14 direct around this, and so we're going to respect  
15 those parameters. We're here obviously because in  
16 spite of our agreement to remain neutral in 271, that  
17 agreement was premised on Qwest complying with all  
18 agreements that they had with McLeod, and we're  
19 obviously here because we don't believe that they  
20 have.

21 And our issues are probably pretty similar to  
22 and a subset of the issues that Eschelon is going to  
23 discuss, and they relate to our UNE-Star product -- we  
24 call it UNE-M -- and the failure to bill appropriately  
25 and to actually provision the product as it's supposed

1 to be provisioned. So I'll leave it at that. And I  
2 think what you hear from Eschelon is something that  
3 I'll then sort of address in my comments later and  
4 relate some of our experiences to what you hear in  
5 much more detail from Eschelon.

6 MR. BELLINGER: Okay.

7 Rick.

8 MR. WOLTERS: This is Rick Wolters, AT&T.  
9 Just a few comments.

10 I disagree with Andy's comments that the PIDs  
11 were developed by November 15th, and I also disagree  
12 that the test parameters are set by 11/15 of 2000. I  
13 think anybody looking at the test final report, you'll  
14 see that there were additional items that were added  
15 to the testing after November 15th to address what I  
16 think Staff and other parties believed were issues  
17 that needed to be -- needed to have further testing or  
18 that the initial round of testing did not address.

19 As far as the PIDs, I believe they're still  
20 under development. They're still in a state of flux.  
21 I think there were issues that are being addressed  
22 today that we're trying to develop new PIDs to try to  
23 measure things that we have found need measuring. So  
24 I tend to disagree with what Andy has said that we  
25 should not be able to discuss the PIDs or the MTP or

1 the scope of the test.

2 I think Karen hit most of the other issues,  
3 so that was the only other thing I wanted to say.

4 MR. BELLINGER: Tom, did you want to say  
5 something for WorldCom?

6 MR. DIXON: This is Tom Dixon with WorldCom.  
7 I have nothing to add beyond what I've already stated.  
8 We are here to listen, and we may have people comment  
9 upon any comments that are made by any other party and  
10 at least offer our opinions and our experience in that  
11 regard. I've already raised the issue of  
12 functionality and products that relate to SATE on the  
13 record, so I have nothing further to say on that.  
14 It's my understanding that is on the record at this  
15 time, and we'll deal with that later in the workshop  
16 or at some future point in time.

17 Thank you.

18 MR. BELLINGER: Well, Karen, we're ready to  
19 discuss your issues.

20 MS. CLAUSON: Great. Let me just step out  
21 and make a call and come back.

22 MR. BELLINGER: Why don't we take a  
23 ten-minute break.

24 (Recess taken.)

25 MR. BELLINGER: We're ready to go back on the

1 record.

2 MS. CLAUSON: Should we swear in some more  
3 people.

4 Ellen, could the people who are going to be  
5 witnesses identify themselves.

6 MR. MORRISETTE: Garth Morrisette,  
7 M-o-r-r-i-s-e-t-t-e, and I'm a consultant for  
8 Eschelon. I was employed by Eschelon through May of  
9 2002.

10 MR. FRAME: David Frame, manager of ILEC  
11 costs and performance.

12 MS. JOHNSON: Bonnie Jean Johnson. I'm the  
13 senior manager of ILEC relations, formerly  
14 provisioning manager, for Eschelon Telecom.

15 MS. CLAUSON: And I believe those are all of  
16 the people that we have on the phone right now. We  
17 don't know whether we'll need to use them to answer  
18 questions. Do you want to swear them in just in case?

19 MR. BELLINGER: Yes.

20 (The following were duly sworn en masse by  
21 the certified court reporter: Garth Morrisette,  
22 Bonnie Jean Johnson, David Frame).

23 MS. CLAUSON: Karen Clauson from Eschelon.  
24 We have handed out to people a three-ring binder of  
25 exhibits, and we also gave an unbound copy to Qwest if

1 they'd like to make additional copies. We didn't  
2 realize so many people would be here. We apologize  
3 for that.

4 I would like to identify the exhibits and  
5 mark them now if that would be okay.

6 MR. BELLINGER: We might could do that on a  
7 break as we went through them rather than --

8 MS. CLAUSON: There is a table of exhibits  
9 and we could -- they have numbered tabs identifying  
10 which are which. If you wanted to do a formal marking  
11 on a break, we could do that.

12 MR. BELLINGER: I think that would probably  
13 work.

14 MR. CRAIN: Why don't we just go quickly --

15 MR. BELLINGER: As we go along, we could  
16 identify them.

17 MR. CRAIN: If we just go quickly through  
18 this table of contents, I think we can get everything  
19 identified.

20 MR. BELLINGER: Is that the way you want to  
21 do it?

22 MS. CLAUSON: That's fine.

23 MR. BELLINGER: All right.

24 MS. CLAUSON: There is a table of contents.  
25 For those who have a copy, if you could turn to that.

1           Exhibit No. 1, Eschelon Exhibit No. 1 -- are  
2 you using a certain --

3           MR. BELLINGER: We're going to call it E-1.

4           MS. CLAUSON: E-1 is titled Issues Eschelon  
5 Raised in September of 2000 in Arizona 271 That Remain  
6 Problems Today, July of 2002.

7           Exhibit E-2 is an excerpt from Nortel  
8 technical publication 297-8021-350, standard 13.02.  
9 We do have the complete standard if there's any  
10 objection to just using the excerpt.

11           Exhibit E-3 is change request No.  
12 SCR060702-1, entitled Migrating Customers using the  
13 Conversion As Specified Activity Type.

14           Exhibit E-4 is Qwest service manager e-mail  
15 exchange with Eschelon.

16           Exhibit E-5 is Eschelon report card summary,  
17 April 2002.

18           Exhibit E-6 is Eschelon report card  
19 definitions.

20           Exhibit E-7 is Eschelon report card graph  
21 with data, January 2001 through April 2002.

22           Exhibit E-8 is Eschelon report card, Qwest  
23 performance by month, January 2001 through April 2002.

24           Exhibit E-9 are the comments of Eschelon  
25 Telecom, Inc., in opposition to Qwest's consolidated

1 application filed in the FCC Docket No. 02-148 dated  
2 July 3rd, 2002.

3 Exhibit E-10 is Exhibit 1 to Eschelon's FCC  
4 comments, discovery responses regarding checklist  
5 items from Minnesota.

6 Exhibit E-11 is Exhibit 2 to the FCC  
7 comments, discovery responses regarding checklist  
8 items in Washington.

9 Exhibit E-12 is Exhibit 4 to Eschelon's FCC  
10 comments, the affidavit of F. Lynne Powers.

11 Exhibit E-13 is Exhibit 5 to Eschelon's FCC  
12 comments, the affidavit of Ellen Copley.

13 Exhibit E-14 is Exhibit 6 to Eschelon's FCC  
14 comments, Qwest and Eschelon exchange of e-mails  
15 regarding collocation.

16 Exhibit E-15 are Eschelon change requests  
17 regarding IMA-GUI.

18 Exhibit E-16 contains two documents. A  
19 U S WEST time and materials invoice and Eschelon  
20 e-mails regarding another example.

21 Exhibit E-17 is the Arizona UNE-P bill issue  
22 summary.

23 Exhibit E-18 is collocation and  
24 interconnection issues.

25 Exhibit E-19 is collocation construction/dust

1 documentation.

2           Exhibit E-20 are change management process  
3 non-compliance e-mails.

4           Exhibit E-21 I don't know if we need to mark  
5 because Exhibit E-21 contains two documents that were  
6 previously identified as Eschelon 4-1 in Arizona  
7 Workshop 4 in October of 2000. Eschelon's comments  
8 addressing UNE combinations and the verification of  
9 Garth Morrisette. Do you want to separately identify  
10 them here as E-21?

11           MR. BELLINGER: Yes.

12           MS. CLAUSON: We'll do that for ease of  
13 reference.

14           E-21 contains Eschelon's comments regarding  
15 UNE combinations dated September 21st, 2000, and the  
16 verification of Garth Morrisette also in this document  
17 by the same date.

18           Eschelon offers those exhibits.

19           MR. BELLINGER: Okay.

20           MS. CLAUSON: To begin our walk-through of  
21 these issues -- as you can imagine, with this many  
22 issues, it wasn't other easy to decide how to go  
23 through them. So what we've tried to do is start with  
24 the most logical point where we were the last time in  
25 this proceeding we came to address the issues that are



1 discussed in Exhibit 21.

2           So we think that we should start by reporting  
3 back to you where we are on those issues, and Exhibits  
4 1 through 4 will be part of that discussion. And we  
5 will go through the issues raised in September of 2000  
6 that remain problems today.

7           Then we will move into our Eschelon report  
8 card, explain it, describe it. Those would be  
9 Exhibits E-5 through E-8. And give you an idea --  
10 because by going through those, we will go through our  
11 key performance issues and explain what our experience  
12 has been and what issues are of importance to someone  
13 in our business. And Ms. Powers will describe our  
14 business for you.

15           Then we will move into the comments that  
16 Eschelon filed with the FCC simply as a way to go  
17 through the material. We thought they were organized  
18 because there is a table of contents that lists the  
19 issues, and we'll try to go through them roughly in  
20 order depending on the availability of witnesses. The  
21 remaining exhibits we will discuss throughout that  
22 conversation.

23           So I will now turn it over to Lynne Powers.  
24 She will give you an idea of her background. Many of  
25 you in the room know her, but some of you do not.

1 She'll tell you about her background, and then she  
2 will start with the first issue.

3 MS. POWERS: Thank you, Karen.

4 My name is Lynne Powers again. My title at  
5 Eschelon is executive vice president of customer  
6 operations. I've been in the industry for 12 years,  
7 been with Eschelon since December of '98. So  
8 essentially the point that it became a  
9 facilities-based CLEC. And moving from just being a  
10 Centrex reseller to expanding to be facilities-based.

11 I have responsibility for essentially all of  
12 the back office functions of Eschelon, including  
13 provisioning and repair, customer service, and a  
14 variety of other areas. But those are the primary  
15 areas that interface daily with Qwest. I also have  
16 responsibility for ILEC relations, and Bonnie Johnson,  
17 who is on the phone, is an individual who works for me  
18 with ILEC relations.

19 Prior to my operational background with  
20 Eschelon, I was vice president of finance. And even  
21 in that role, I did -- as any start-up CLEC, you're  
22 wearing a number of hats. I was involved quite a bit  
23 in the regulatory and ILEC relations roles then and  
24 began attending the change management meetings in the  
25 winter of '99. So all of the folks here at the table

1 from Qwest who have regularly attended those know me  
2 quite well and also know Bonnie, so we've been  
3 generally working day in and day out through a number  
4 of these issues.

5           As Karen states, just to give you a little  
6 bit of feel for those who aren't familiar with  
7 Eschelon, we are located in most of Qwest's major  
8 metropolitan areas, including Phoenix and Salt Lake  
9 City, Denver, Portland, Seattle, Minneapolis, and some  
10 other Tier 2 markets.

11           We are about 75 percent on-net provisioning  
12 today and 25 percent off-net. And that percent of the  
13 off-net is now UNE-P. For a period of time, we were  
14 ordering UNE-E. We've recently in the spring of this  
15 year moved to ordering UNE-P again, and we've also  
16 hired 17 people full time to work towards a migration  
17 of our UNE-E product to UNE-P, given the fact that we  
18 could not come to resolution on a number of issues,  
19 including quality of service on UNE-E.

20           What I'm going to walk through here is the  
21 issues that we have today with UNE-P. All of these  
22 issues, as Karen stated earlier, were issues that were  
23 raised here in September of 2000 that we still find to  
24 exist. All of these issues are very much -- Qwest is  
25 very much aware of and we've discussed quite often as

1 to the problems we're experiencing.

2           The first is customer-affecting UNE-P  
3 problems. And as we state in the summary here,  
4 that -- I'm sorry, in Exhibit E-1. I do have to  
5 mention, I've never testified before, so I'm not a  
6 professional witness. So you'll have to correct me as  
7 I go through. And neither have any of the  
8 individuals, I believe, who are on the line as well,  
9 except for Garth.

10           Anyway, customer-affecting UNE-P problems.  
11 It's in Exhibit E-1. Qwest UNE-P conversions and  
12 migrations are still resulting in customer-affecting  
13 problems. In May of 2002, for example, more than 17  
14 percent of our UNE-P order provisioned by Qwest had  
15 trouble reports in the first 30 days. The majority of  
16 these problems were Qwest order writer errors or  
17 errors on the line side translation.

18           MS. GAVIN: Can I interrupt for a minute.

19           (Discussion off the record.)

20           MS. POWERS: I was finishing the summary,  
21 where I was reading from. So we've recently started  
22 ordering UNE-P again.

23           And on page two of Exhibit E-1, we will go  
24 through the types of experiences that we are still  
25 experiencing. And we've actually included recent

1 Arizona examples of Qwest-caused customer-affecting  
2 problems.

3 MS. CLAUSON: Before you do that, Lynne, I  
4 noticed you went through the statistic that more than  
5 17 percent of the UNE-P orders provisioned by Qwest  
6 had trouble reports within 30 days of order  
7 completion. Is it correct that that's a conservative  
8 number and that no trouble founds were not included in  
9 that number because of all the issues with them?

10 MS. POWERS: That's correct. Chuck  
11 St. Peter, who works in my organization, was  
12 conservative in this, and he excluded trouble reports  
13 that Qwest filed as no trouble found. However, some  
14 of those I believe would exclude order writing issues  
15 in the sense that sometimes Qwest categorizes order  
16 writing issues, meaning an order -- a typist made an  
17 error and the feature wasn't on the order. They  
18 exclude those types of issues and say no trouble  
19 found.

20 MS. CLAUSON: Just to clarify, the 17 percent  
21 does include, as it states in the next sentence, some  
22 order writer errors made by Qwest, but it does not  
23 include certain ones associated with no trouble found?

24 MS. POWERS: Correct.

25 MS. CLAUSON: So the number could be greater

1 if you included all of those?

2 MS. POWERS: Yes. It would be greater if you  
3 included all of those.

4 MR. BELLINGER: These are the conversions of  
5 what?

6 MS. POWERS: These are new customers to  
7 Eschelon in which we were putting them on the UNE-P  
8 platform as a product and ordering that from Qwest.  
9 So these are not the migration of any existing  
10 customers.

11 Essentially, then on page 2, to typify our  
12 experience today, recent Arizona examples. The first  
13 example that we have listed here is loss of features.  
14 And I want to emphasize that for the type of business  
15 that Eschelon serves, which are small business  
16 customers, an average of four and a half lines, part  
17 of our value add to that customer is to be able to  
18 effectively sell to them the type of service that they  
19 require to meet their business needs. And the type of  
20 service they require to meet their needs includes the  
21 use of features. For instance, on this customer A  
22 where the UNE-P conversion on July 10th of 2002, the  
23 call forward don't answer/busy line feature missed  
24 completely on one line order. And then the no call  
25 forward number or on call forward don't answer on

1 another line was not working.

2 And we had to escalate this when this  
3 happens. We had to escalate this one to a Tier 2  
4 level. We have the escalation ticket number here.  
5 And the business customer had a feature problem for  
6 more than 31 hours.

7 Now, Qwest might say, that's just one  
8 example. We have more examples we'll go through. The  
9 effect of having one customer have a poor conversion  
10 far outreaches the moment of that time for that  
11 customer. Basically, they're left with a feeling, I  
12 didn't have this problem before I converted to  
13 Eschelon. And they are left with, boy, this was a  
14 pretty bad experience, and I lost feature usage. Or  
15 in these other cases, they actually had no dial tone.  
16 It far outreaches to the next sale that our  
17 salesperson needs to make or later when that customer  
18 leaves us as a result of this, and we've now converted  
19 them, paid our installation cost, and that customer  
20 goes away, we have no payback on that customer. It's  
21 very difficult for us to work through these issues and  
22 to explain -- we can't tell a customer, I'm sorry,  
23 that was Qwest. Frankly, they left us to come, to be  
24 free of those problems.

25 So it's a difficult situation for our folks

1 to deal with every day and also impacts our business  
2 greatly. As an executive of the company, these  
3 customer churn and customer conversion issues are high  
4 on my list for how to get these things resolved.

5 Loss of dial tone on all lines is an example.

6 (Discussion off the record.)

7 MR. BELLINGER: Any more points you want to  
8 make on this particular one?

9 MS. POWERS: We are on E-1, and we've just  
10 covered -- I'll let Karen --

11 MS. CLAUSON: Do you want to do all of the  
12 UNE-P? Because the next -- it's UNE-P includes the  
13 customer-affecting problems, the feature availability,  
14 the ordering issue occurred with UNE-P, although it's  
15 not limited to that. So should we do the feature  
16 availability or --

17 MR. BELLINGER: Just do customer-affecting.  
18 Feature availability is a different one.

19 MS. CLAUSON: I think the additional one on  
20 the customer-affecting is we wanted to -- so we can  
21 resolve the issue knowing what the problems are is  
22 really to discuss how the loss of features is really  
23 an equal issue in many cases to the loss of dial tone  
24 and then explain that there is a migration going on.  
25 And then we could stop and answer questions or



1 whatever you want to do.

2 MR. BELLINGER: Okay.

3 MS. POWERS: So I have just a couple more  
4 things that I would like to cover on just this topic  
5 of customer-affecting UNE-P problems.

6 The loss of dial tone, a key point here is  
7 the issue that when you have a 7 a.m. frame due time  
8 and because of some inherent problems within things  
9 not flowing through to the switch within Qwest's  
10 systems, and Qwest is aware of this, and we made them  
11 aware of our problems associated with this, we are  
12 continuing to see the disconnect order, the D order,  
13 worked prior to the N order. So in the case of  
14 customer B, they were out of service from 7 a.m. to 1  
15 p.m. And that is definitely an issue for the fact  
16 that all of this falls out for manual handling on the  
17 back end and continues to happen day in and day out.

18 The next issue is another issue of loss of  
19 dial tone.

20 MS. CLAUSON: And one of the differences  
21 between these two examples, Lynne, isn't it that one  
22 is all lines and one is one line. Now, if you're  
23 looking at the end-user customer's point of view, does  
24 it matter to them if it's all lines or one line or do  
25 they just see this as a bad conversion?

1 MS. POWERS: They definitely see it as a bad  
2 conversion. Loss of dial tone on any lines,  
3 especially if it's the main line for the customer puts  
4 them out of business for the period of time that  
5 they're out of service on dial tone.

6 MS. CLAUSON: Are there some issues of loss  
7 of features where the customer feels that's as serious  
8 as loss of dial tone?

9 MS. POWERS: Correct. Very much so. In the  
10 sense of the feature of call forward don't answer/busy  
11 line, you can appreciate in a small office, you want  
12 that phone that is not answered to roll over to the  
13 person who can answer it. I've had customers who have  
14 called to say that these have cost them thousands of  
15 dollars of lost revenue to them due to the fact that  
16 they cannot have their customers call them. And that  
17 feature is systemic to what causes that problem.

18 The last issue under this is our conversion  
19 of our UNE-E/UNE-Star product to UNE-P. That is a  
20 project basis, and those orders are hand held. Even  
21 so, with the special handling, we are continuing to  
22 see issues of loss of features -- and we have listed  
23 here Arizona customers -- and issues such as inability  
24 to call out.

25 And that concludes the customer-affecting

1 issues on UNE-P, and we could stop at this point or  
2 move on to feature availability.

3 MR. BELLINGER: Qwest, do you have a response  
4 you want to make to this one?

5 MR. CRAIN: A couple of questions first. The  
6 17 percent number, what month was that?

7 MS. POWERS: May of 2002.

8 MR. CRAIN: That's May of 2002?

9 MS. POWERS: Correct.

10 MR. CRAIN: Do you have any numbers for June?

11 MS. POWERS: No, I do not. We're just  
12 compiling all of that. I do not have them for this  
13 particular document.

14 MR. CRAIN: And that is a -- is the 17  
15 percent number a regionwide number or an  
16 Arizona-specific number?

17 MS. POWERS: Regionwide.

18 MR. CRAIN: Do you have any Arizona-specific  
19 numbers?

20 MS. POWERS: I do not.

21 MR. CRAIN: Have you compared the 17 percent  
22 number to the results reported by Qwest?

23 MS. POWERS: I have not.

24 MR. BELLINGER: Do you get Qwest's data?

25 MS. POWERS: For instance, for the May period

1 to try to compare the comparable number, we get a  
2 summary document from Qwest. We have not received the  
3 detail behind those measurements for April or May. We  
4 have been requesting from our service manager to get  
5 those again. We had received detail for some period  
6 of time but have not received it for April and May.

7 MR. CRAIN: When you say summary document --

8 MS. POWERS: What that document that you may  
9 be looking at, I believe, does not show you is the  
10 order-by-order information that is the detail.

11 Otherwise, I can't really do much with something that  
12 just says -- when I get my report card, it has the  
13 detail behind it order by order.

14 MS. CLAUSON: And this is one of the issues  
15 why we wanted to do Exhibits 1 through 4 and the  
16 report card kind of as a presentation because it would  
17 explain -- we're jumping right to a number that's a  
18 subset of the report card, and we would explain the  
19 context and how we come up with our numbers and why  
20 this is important to us and why this measures our CLEC  
21 end-user experience.

22 MR. BELLINGER: Asking questions about the  
23 PID data because the Commission will have to use PID  
24 data. The PAP is based on PID data. It's auditable  
25 at your request.

1           MS. CLAUSON: I do believe, though, for  
2 commercial performance, you could slice and dice this  
3 some other way. We have certainly provided to Qwest  
4 the list of all the underlying data for this. And no  
5 matter how you slice it and dice it, whether you call  
6 it a PID, whether you call it a report card measure,  
7 we had more than 17 percent of our orders that had  
8 trouble reported in 30 days. And this is affecting  
9 our customers, and we want to know how they're going  
10 to correct it.

11           MR. BELLINGER: And the Commission is  
12 concerned about that. And that was the reason we  
13 developed the PIDs, And that's the reason we developed  
14 the PAP plan. And I think that's the only way we're  
15 going to get actually in terms of your performance.

16           MS. CLAUSON: I believe that might be the  
17 only way we'd get penalties. It's not really giving  
18 us action or we wouldn't be having over 17 percent of  
19 our orders having this problem.

20           MR. BELLINGER: How do you know that? We  
21 haven't started with the PAP plan yet.

22           MS. CLAUSON: That's right. We haven't  
23 started with the plan, but Eschelon is in business  
24 every day, and these customers are going down, and  
25 they're having feature problems, and they're telling

1 us that converting to a CLEC in Qwest's territory and  
2 Arizona specifically is a bad experience. So we don't  
3 have the luxury of waiting for it to come in. We have  
4 to have you understand that this is our problem.

5           And we have tried -- I mean, look around you  
6 at the people in the room compared with Eschelon. You  
7 know the relative size of our company. We have done  
8 pretty well to lay out in the data for you what the  
9 issues are. We do not have the resources in two weeks  
10 to go through the PIDs and explain to you how they all  
11 measure up. What we can do is explain what we've done  
12 so you all who are familiar with that can figure out  
13 what the comparison is and why Qwest is claiming they  
14 have this very good performance in areas where we as a  
15 business disagree.

16           MR. CRAIN: And if you could give me about  
17 two minutes to consult with people, we'll respond.

18           MR. BELLINGER: Okay.

19           (Discussion off the record.)

20           (The following were duly sworn en masse by  
21 the certified court reporter: Sherry Lichtenberg and  
22 Alan Zimmerman.)

23           MR. CRAIN: This is going to be a four-person  
24 response. We're going to start with Mike Williams to  
25 talk about the performance measure results, then we'll

1 move on to some of the Eschelon-specific issues, and  
2 then we'll have Chris talk a little bit about  
3 performance overall and performance improvements we've  
4 made.

5 MR. WILLIAMS: This is Mike Williams.

6 The measurement that would apply to the new  
7 service quality for UNE-P pots would be, of course,  
8 the OP-5 new service installation quality measurement,  
9 which has been established quite some time ago and was  
10 audited and tested, found to be accurate and reliable  
11 in terms of reflecting what it's supposed to reflect.

12 If you look at the recent, say, four months  
13 for Eschelon, you see for UNE-P POTS results ranging  
14 in the last couple of months 92 percent, in April  
15 85.5, just to give you an example. In a regional  
16 level, you can see similar percentages, 92 percent, 95  
17 in June for the aggregate CLECs.

18 I would note that the standard for this is  
19 parity, meaning that nobody's perfect and that as long  
20 as we're doing at least as well as retail, we're  
21 satisfying the standard. And you will find that  
22 retail has results that are commonly in the range --  
23 I'm sorry, the number I pointed out earlier was not  
24 regional. I may have misspoke. I meant to say CLEC  
25 aggregate for state. So the first numbers I gave were

1 Eschelon-specific in the 85 to 92 percent range.

2 MR. BELLINGER: Why don't you give us those  
3 numbers.

4 MR. WILLIAMS: In April, 85.53 percent.

5 MR. BELLINGER: This is --

6 MR. WILLIAMS: OP-5 for Eschelon.

7 MS. SCOTT: Arizona?

8 MR. WILLIAMS: Arizona-specific.

9 May, 92.41 percent. June, 92.94 percent.

10 And I would note the corresponding retail values are  
11 all around 85 to 86 percent, so significantly better  
12 than retail.

13 MR. BELLINGER: Retail is what?

14 MR. WILLIAMS: 85 to 86 percent.

15 So you see, 15 percent is not unusual as a  
16 new installation service quality. We're always trying  
17 to improve that, but it's not always unusual in the  
18 retail environment.

19 On the CLEC aggregate now, taking it to all  
20 CLECs in Arizona, looking at the same measurement, you  
21 see 92 percent pretty much with some tenths of a  
22 percent difference, 92.54, 92.5. And, again, on the  
23 retail side, the same 85 to 86 percent in the last two  
24 or three months. And it's generally that way  
25 throughout the year. So you see 15 percent of those



1 on the retail side are not being installed without  
2 trouble. But on the Eschelon side, it's significantly  
3 better than that.

4 In addition, we recognize that there are some  
5 order writing issues that are not covered by OP-5 that  
6 are -- that were addressed by the test, and  
7 Mr. Viveros will address this in a moment.

8 MS. POWERS: Could I ask a question. Are the  
9 Eschelon UNE-E lines included in your UNE-P?

10 MR. WILLIAMS: Yes.

11 MS. POWERS: So this isn't -- your results  
12 are not reporting the UNE-P experience for Eschelon  
13 solely, you're including UNE-E in there?

14 MR. WILLIAMS: Well, UNE-P in the PID is a  
15 product category that covers combinations of either  
16 the POTS type or a Centrex type or Centrex 21 type.  
17 So whether you have various nuances of specific  
18 product names like UNE-E, whatever combination as a  
19 category goes, it's reported. If it's a POTS-type  
20 combination, it's UNE POTS. If it's a Centrex  
21 combination, it's reported under UNE Centrex.

22 MS. CLAUSON: Let's compare apples to apples.  
23 If you turn to Exhibit E-5, for OP-5, for E-3, if you  
24 combine UNE-E with UNE-P, your performance is 40.6  
25 percent satisfactory, more than 60 percent

1 unsatisfactory. Do you believe that it would be  
2 common for retail to have more than 60 percent of  
3 their orders have trouble within the 30 days?

4 MR. WILLIAMS: Let me make sure I'm  
5 synchronized. You're looking at --

6 MS. CLAUSON: You look at Exhibit E-5. If  
7 you go to metric ID E-3, which is also OP-5, and you  
8 go to the first line, you'll see that only 40.6  
9 percent meet the standard, which means over 60 percent  
10 of Eschelon's UNE-E and UNE-P orders combined have  
11 trouble within the first 30 days.

12 Is that correct, Lynne?

13 MS. POWERS: Yes, it is.

14 MR. CRAIN: And that's an April number?

15 MS. POWERS: April.

16 MR. CRAIN: Regionwide or Arizona-specific?

17 MS. POWERS: Regionwide.

18 MS. CLAUSON: Again, as we had hoped to do  
19 when we present our report card, the way we report our  
20 data to Qwest is regionwide. If we had more than two  
21 weeks, we could break that down by state. One of the  
22 reasons we came prepared with examples is that this is  
23 a serious problem in Arizona. And when we go through  
24 the report card data as we'd hoped to do up front  
25 before we had jumped to this, we will go through the

1 trend for more than a year where we are experiencing  
2 over 60 percent in that ballpark of our problems.

3           And I would repeat my question: Would it be  
4 common in your experience or expected for more than 60  
5 percent of retail orders to have trouble within the  
6 first 30 days?

7           MR. WILLIAMS: Certainly not. And that's not  
8 what our data shows. Our data does not show that.  
9 For UNE-P Centrex 21, you see a higher percentage that  
10 are having trouble in 30 days because that's a more  
11 complex service than a POTS service. And we break it  
12 out. The number you're quoting has a number of  
13 issues. It's combining POTS and Centrex and Centrex  
14 21 issues.

15           And two, I can't vouch for what's included or  
16 excluded. It may say OP-5 next to it, but our  
17 experience in going through the data reconciliation is  
18 we found a lot of issues with CLECs in general that  
19 how you count the measurement -- how you count each  
20 record, what you include, what you exclude makes a  
21 huge difference in reconciling the numbers. But our  
22 numbers show that we're in the last couple of months  
23 88 to 89 percent on Centrex 21. And April was a lower  
24 month, 61 and a half percent for UNE-P Centrex 21.  
25 But even still it was at parity with retail, which

1 indicates that there are things happening to our  
2 entire effort, our resources and so forth, that are  
3 performing for all customers, indicating that even if  
4 that's a little bit lower, we're still at parity.

5 MS. CLAUSON: I have some questions to follow  
6 up on that comment before he goes to another point.

7 MR. CRAIN: And I wanted to just clarify.  
8 Can you read through our results in Arizona for  
9 Eschelon for the last three months on both UNE-P POTS  
10 and UNE-P Centrex.

11 MS. CLAUSON: We can look those up. We're  
12 not disagreeing that our results are higher. I have  
13 some questions about what that means.

14 MR. BELLINGER: We'd like to hear them.

15 MR. WILLIAMS: I read the UNE-P POTS numbers  
16 earlier. And those were the ones that was 85 or so  
17 percent in April and 92 plus percent in May and June.  
18 UNE-P Centrex 21 was 61 and a half percent in April,  
19 which was an anomaly compared to all the other months.  
20 It's a month that dipped down for both retail and  
21 wholesale and in May went up to 88.89 percent and June  
22 88.24 percent for Centrex 21.

23 I don't see Centrex.

24 MR. CRAIN: And this is all UNE-P.

25 MR. WILLIAMS: Apparently there's no volume

1 in what we would call UNE-P Centrex because there's no  
2 volume for that CLEC in Arizona. Centrex 21 or POTS,  
3 one of the two.

4 MS. CLAUSON: You've gone over several  
5 numbers, and those numbers all mean something to all  
6 of you in the room. Lynne has tried to give you a  
7 flavor for our experience. And I have to tell you, it  
8 adds insult to injury to be told that your performance  
9 is just fine when it's not. And if you want to  
10 resolve our problems as your customer, that's a bad  
11 approach. It may be legally significant, and we can  
12 all make arguments later about what it means. But if  
13 you do want to resolve our problems, what we would  
14 like to know is whether it's POTS or Centrex or  
15 whether you maybe include some orders or not, if you  
16 had 60 percent of your customers, your off-net  
17 customers, which is a huge portion of your base, who  
18 have customer-affecting problems -- and keep in mind,  
19 these are people maybe they're trying their first  
20 experience with a CLEC, and they're losing dial tone  
21 and that. Would that be acceptable to you in your  
22 business and to Qwest retail?

23 MR. WILLIAMS: 60 percent is not a number we  
24 would like to see. It's not a number we are seeing.  
25 And we can only go by -- in fact, what we are

1 representing is your experience as shown by all the  
2 data that is available to us, which has been gathered  
3 and collected in accordance with the PID which was  
4 negotiated by multiple parties and at the time that  
5 Eschelon was still involved in those early days. The  
6 primary features of this PID were put in place at the  
7 time that ATI at the time was involved in these  
8 proceedings.

9 MS. CLAUSON: Let's go over that because you  
10 seem to have --

11 MR. WILLIAMS: Let me just finish my point is  
12 that we are reflecting your experience according to  
13 rules that we didn't set, rules that were set by the  
14 collaborative with a standard that's set at parity.  
15 And granted, where parity is met, that's the standard  
16 for 271. Now, granted, we may want to be better and  
17 you may want us to be better than that. That's an  
18 issue for another forum which our account teams and  
19 our folks who provide service are working on, which  
20 they will report next. We are working on absolute  
21 levels of quality. But for 271 standard, it is met if  
22 we are at parity. And we are consistently -- every  
23 month except one in 12 months we are meeting parity  
24 standard.

25 MR. CRAIN: And if we want to talk about what

1 specifically we are doing to address Eschelon's  
2 concerns, we can go to that next.

3 MS. CLAUSON: We have several issues we'd  
4 like to get to before that. I would like to address  
5 one of the points you made.

6 One, you seemed interested in what Eschelon  
7 did do before our participation in these proceedings  
8 terminated. So let's do that first, and then I'll ask  
9 you about this particular measure and what the DOJ has  
10 had to say about it.

11 First, you've made some statements about what  
12 a great opportunity we had to participate. At the  
13 time that Eschelon participated, was Eschelon yet  
14 ordering UNE-P so that it had experience, that  
15 commercial experience that could have shed light on  
16 what those PIDs should be?

17 MR. WILLIAMS: I don't know at that time.

18 MS. CLAUSON: So you don't know what our  
19 participation was with respect to -- what our  
20 experience was and whether that might have shed light  
21 on what the PIDs should be?

22 MR. WILLIAMS: All I recall is that they were  
23 participating in the earlier collaboratives in which  
24 Arizona was the first to deal with in establishing the  
25 PIDs. And they were present. I couldn't say all the

1 time, but some of the time.

2 MS. CLAUSON: And would it surprise you to  
3 know that Eschelon and ATI before it participated in  
4 one workshop in October of 2000? Do you have some  
5 knowledge of some other participation other than that  
6 one?

7 MR. WILLIAMS: No, I didn't keep track.

8 MS. CLAUSON: So when you were saying several  
9 workshops, what was that?

10 MR. WILLIAMS: We had discussions leading  
11 into Arizona before the formal 271 process came about  
12 that the 271 process took from there. And ATI was  
13 quite active in those discussions, which became a  
14 foundation upon which the Arizona 271 process was  
15 built.

16 MS. CLAUSON: I'm not hiding the ball here.  
17 I'm the only one that has participated for 271 in  
18 these workshops. And so the record's clear,  
19 participated in a few phone calls where there was some  
20 discussion of PIDs and one workshop. Are you  
21 testifying to something besides that? I had Garth  
22 Morrisette with me once.

23 MR. WILLIAMS: I'm just trying to recall how  
24 much -- I didn't keep track. I just remember that ATI  
25 was involved, particularly through a local counsel,



1 but I don't recall. I didn't keep track of it so  
2 much. It was up to them how much they chose to be  
3 involved.

4 MS. CLAUSON: And when you say "them," you  
5 realize you're talking about the company I'm sitting  
6 here representing now.

7 MR. WILLIAMS: I'm thinking about different  
8 people. That's why I said "them."

9 MS. CLAUSON: And perhaps Mr. Campbell filed  
10 some things on Eschelon's behalf.

11 During that time, you've made these  
12 representations that we should have done something  
13 about this sooner, so I'd like to investigate what  
14 that representation means and if that's true.

15 MR. BELLINGER: Karen, I'm not sure we're  
16 getting anywhere with this discussion.

17 MR. WILLIAMS: I'm not saying you should have  
18 done this or you should have done that. I'm just  
19 saying there was a collaborative. I'm aware that ATI  
20 participated from time to time. And regardless of  
21 their individual participation, it was an industry  
22 forum that we don't own and the rules of which were  
23 established and clearly discussed in an objective  
24 manner that we are complying with and the audits have  
25 shown we've done that.

1 MS. CLAUSON: And I'll tell you my objection  
2 is we do object to Qwest making broad representations  
3 about an issue and then they say they don't want to go  
4 into. And if they can refrain from doing that, we  
5 won't ask questions about it.

6 MR. BELLINGER: We'll try to get them to  
7 refrain from doing that.

8 MS. CLAUSON: So then I would go to my next  
9 point, although it's related is not the same. It is  
10 whether at the time you have some recollection of  
11 that -- and I'll tell you what my point is. Certainly  
12 the record shows through Exhibit E-21, which was  
13 Exhibit 4-1 in October of 2000, that Eschelon did some  
14 substantial problems with UNE-P at the time but then  
15 its participation ended. So during the time that  
16 you're claiming these PIDs are resolved, after that,  
17 Eschelon experienced the problems with UNE-P. But  
18 before it could have any participation that would  
19 relate to whether the PIDs should be adjusted or not,  
20 Eschelon dropped out. Do you have any facts contrary  
21 to that?

22 MR. BELLINGER: Karen, I'm sorry, I'm having  
23 trouble understanding your point. What are you trying  
24 to get to?

25 MS. CLAUSON: The suggestion is out there

1 that we could have affected the PIDs. We could have  
2 done all this. But by the time we knew what the  
3 problems were with UNE-P, the same problems we're  
4 looking at today, we were not in those discussions. A  
5 lot of discussions in the PID occurred after that.  
6 And for them to sit there and say, gee, you should  
7 have raised this earlier when we've been excluded is  
8 not going to --

9 MR. BELLINGER: We understand that.

10 MS. CLAUSON: And if those statements are  
11 made, we'll respond and ask questions about them.

12 MR. BELLINGER: I think you've made your  
13 point on that. What we're trying to do today is look  
14 at the issue and what can you do about it.

15 MS. CLAUSON: And we understand that. But as  
16 always, when we deal with Qwest, there's a proving  
17 ground first. And we have what we consider to be a  
18 very serious problem, customer-affecting issues, and  
19 we do have to go -- I don't know how many customer  
20 relationships you have when a big customer of yours  
21 tells you you have a problem, and they say, prove it.  
22 But with Qwest, Lynne, is that your experience?

23 MS. POWERS: That is our experience and,  
24 hence, why we routinely and monthly provide them with  
25 report card and examples and detail behind it to

1 reflect that experience.

2           And I think one other point that I do want to  
3 raise as to why Eschelon's measurements might differ  
4 from Mr. Williams' reading of the PIDs, I believe that  
5 there's an issue in how manual orders are reflected  
6 and whether they are included or not.

7           MS. CLAUSON: And I would just add to that  
8 that the Department of Justice has identified an area  
9 where we believe a significant problem exists with  
10 Qwest's performance, and it does at least in part  
11 explain why we view our experience in the first days  
12 as a very negative experience, whereas Qwest is  
13 showing a positive performance that we do not  
14 experience.

15           The Department of Justice said that Qwest  
16 does not regularly -- does not have any regularly  
17 reported commercial performance data on the accuracy  
18 of its manual order processing. And it specifically  
19 said that Qwest -- in Footnote 83 of the DOJ's July  
20 23rd, 2002, comments, the Department does point out  
21 that Qwest is having -- pretty much what this witness  
22 has just said -- it's having positive performance on  
23 this measure OP-5 and, in fact, sometimes better than  
24 retail. But it goes on to say: However, Qwest's  
25 regularly reported installation quality measure does

1 not include troubles that are submitted for missing  
2 features as Qwest considers those as raising an order  
3 processing rather than a provisioning issue.

4 And I guess instead of directing this  
5 question to you, I'll direct it to Lynne.

6 Lynne, when your end-user customer has one of  
7 the feature problems that you described earlier, do  
8 they -- I mean, is it okay with them as long as they  
9 don't lose dial tone? Is that a positive conversion  
10 that would make them want to switch to a CLEC?

11 MS. POWERS: No, they do not.

12 MR. CRAIN: I heard about four questions in  
13 there.

14 MS. CLAUSON: Let me finish, and you can have  
15 five.

16 MR. CRAIN: If you're asking him questions,  
17 let's ask one question and have him respond.

18 MS. CLAUSON: I heard the question from him  
19 and directed it to Ms. Powers.

20 MR. BELLINGER: I think we understand that if  
21 features are not provided, customers do not like it  
22 and they would like to see 100 percent. But the  
23 requirement by law is parity. We understand.

24 MS. CLAUSON: The requirement is parity. But  
25 if you don't count those measures, as the Department

1 of Justice has said Qwest doesn't, you are not  
2 counting a huge part of our experience.

3 MR. BELLINGER: Now we're getting to maybe  
4 the issue that's at issue here. I'm trying to get to  
5 the issue.

6 MR. WILLIAMS: We were in the process of  
7 responding. That was what I was doing. And now in  
8 the context of this, first to Ms. Powers' question  
9 about are manual orders included, our performance  
10 results include orders which were processed manually  
11 or mechanically.

12 Now, whether a manual error is counted in,  
13 say, OP-5, the new service installation quality  
14 measurement, depends upon the type of the problem. If  
15 it generates a trouble report in the normal course of  
16 doing business, then that is captured as the PID talks  
17 about, by OP-5.

18 However, if the corrective action for this  
19 issue such as a feature is to issue an order, not a  
20 trouble ticket, then OP-5 never was defined to capture  
21 that.

22 However, if it was only brought up very  
23 recently, and then in the ROC tests primarily, as to  
24 the question of the DOJ as you've mentioned brought  
25 up. But what the test did address in both Arizona and

1 the ROC, it showed that overall, the effect of these  
2 manual such as order writing errors and so forth are  
3 very small relative to the total.

4           And nevertheless, we have started measuring  
5 various dimensions of ordering accuracy, PO-20, order  
6 accuracy measurement, which we have filed in our  
7 declarations in the FCC and have provided to the  
8 parties and the ROC. We have continued to provide  
9 information and to address the matter in the ongoing  
10 Long-Term PID Administration effort. So we're in a  
11 dynamic situation. Business doesn't stop just as soon  
12 as you have 271 completed. You continue to operate.  
13 And so we will continue to work in this collaborative  
14 industry forum to address these issues.

15           Now, I would just conclude this thought by  
16 noting a couple of things:

17           No. 1, if you have a manual area that affects  
18 the service the CLEC got in terms of what the interval  
19 was or commitment met, that kind of a thing, our PIDs  
20 will capture that. If you have the type of error that  
21 affects the measurement and whether it would be  
22 included or not in the measurement, that is captured  
23 both through the proposals that we're proposing to  
24 measure as well as forward going every one of our PAPs  
25 involves data reconciliation opportunities to verify

1 whether we have additional issues going forward.

2 But all of this is the context that the test,  
3 from Cap Gemini or KPMG or Liberty, all three in their  
4 various roles of data reconciliation found very small  
5 numbers of ordering accuracy. Mr. Viveros was  
6 prepared to talk about what we're doing now and going  
7 forward on order accuracy.

8 MS. CLAUSON: And this is Karen Clauson. If  
9 the purpose today is to have a discussion of whether  
10 the PID covers that, that is something people could  
11 read. We're only here for two days to say what our  
12 problems are. Our service management team has this  
13 data, has been getting it every month for over a year,  
14 and we would like an opportunity to go through that  
15 data. If they have questions about how it's done,  
16 like the questions Andy first asked about is it  
17 aggregate or whatever, someone at Qwest knows that,  
18 but we'll certainly put that on the record. We would  
19 like to walk through our materials, in particular  
20 these first eight exhibits that go through our current  
21 experience and the report card, and answer questions  
22 about those.

23 If Qwest is -- wants to then say, file  
24 something afterwards saying, but this doesn't matter  
25 because it's in the PIDs, that's one thing. But we do



1 not see it as a positive end result or a resolution of  
2 our problem if the end result is simply for you to  
3 tell us that's not legally significant. If that's  
4 your purpose, you can do that in a brief to the DOJ or  
5 the FCC or to the Arizona Commission.

6           If your purpose is -- and I'm not -- I want  
7 to make sure you understand what our issues are, how  
8 we've measured them so you can make your own arguments  
9 informed but why it's different. But we have to  
10 decide in two days with all these issues how to  
11 proceed. And if we're going to have look how many  
12 witnesses Qwest has and how many resources compared to  
13 us have them go through PIDs, which we don't know  
14 anything about, that could be briefed later.

15           MR. BELLINGER: Well, I guess -- I'm trying  
16 to understand what it is you would like the Commission  
17 to do.

18           MS. CLAUSON: We would very much like for the  
19 Commission to understand the issues we're having, that  
20 they are issues that are not anecdotal evidence. That  
21 we have done as much as we can to quantify them and to  
22 show they're a problem. To reach some kind of plan  
23 for how we'll actually have performance improve.

24           And if the end results are we've already  
25 decided that this is all measured by the PIDs and

1 we'll just have to struggle with it the best we can,  
2 we'll have to deal with that. But we would like to be  
3 heard. I mean, we have jumped right to the detail on  
4 one issue without letting us lay out how this has  
5 happened and our experience over the last year and a  
6 half that has led to us still having bad problems.

7 MR. BELLINGER: We haven't disallowed you to  
8 do that.

9 MS. CLAUSON: No, you haven't.

10 MR. BELLINGER: You said you hadn't been  
11 allowed to do something.

12 MS. CLAUSON: The way this has gone. I  
13 wasn't saying you personally. But the way this has  
14 gone, we have jumped right to this. And wouldn't it  
15 be helpful background for those of you who aren't  
16 familiar with the resources Eschelon has put in --  
17 this is not some unilateral effort by Eschelon. We  
18 are constantly asked in CMP, in our service management  
19 meetings, we are asked all the time, Qwest does not  
20 say to us, it doesn't matter what -- we've got PIDs,  
21 so we don't need your examples. They seem to think  
22 that examples are significant for resolving issues.  
23 Toni Dubuque, I see you nodding your head. This is a  
24 very elaborate example that has taken a lot of  
25 resources, and we'd like to lay it out for you.

1 MS. SCOTT: And, Karen, we're not trying to  
2 attempt to preclude that. Because of the number of  
3 issues here that you want to have us address, we're  
4 trying it to do it in the most organized fashion  
5 possible.

6 In addition, we are not going to preclude any  
7 party from putting their position into this record.  
8 Qwest, as Eschelon, is certainly entitled to put their  
9 position into the record. We, however, like you, want  
10 to try to get to the heart of these issues and try to  
11 get as many resolved as we can or try to find out what  
12 the best forum for resolution is. And that's why  
13 we're approaching it as Hagood suggested, on an issue  
14 basis. And we would like to hear from Qwest at some  
15 point as to what they are doing to try to resolve your  
16 issues. I think that's important.

17 MS. CLAUSON: It is important --

18 MR. BELLINGER: I think there's something you  
19 need to understand, too. We can have your data and  
20 look at it, and you're free to put that in the record.  
21 I don't think that's data that the Commission can take  
22 action on, your data only. And what we've done is  
23 designed PIDs so that the Commission can deal with  
24 every CLEC, not individuals that present their own  
25 data. And so what we have to do is work with a

1 framework that's common across all the CLECs. And so  
2 I understand that maybe you have your data and that's  
3 good, but you need to understand from the Commission  
4 standpoint, they can't take every CLEC's  
5 individualized data and be able to do anything with  
6 it. That was the reason we developed the PIDs. We  
7 did that in Arizona right in the beginning.

8           And so I think there needs to be some effort  
9 on Eschelon's part to understand these PIDs. And we  
10 will have an ongoing Long-Term PID Administration so  
11 they can be changed, as you've indicated. But I think  
12 you have to understand that's the forum and the format  
13 of what we have to deal with.

14           MS. CLAUSON: So has a decision been made  
15 that no matter what Eschelon's experience, these PIDs  
16 are set in stone; that even if we have a different  
17 experience, it can't shed light on where you've all  
18 gone and we cannot impact that? Has that decision  
19 been made?

20           MR. BELLINGER: Let's put it -- that's kind  
21 of a -- the answer to your question is no. There are  
22 a set of PIDs that we've developed for Arizona,  
23 developed in Arizona by the Commission. We want the  
24 CLECs to utilize those PIDs. We've asked Qwest to  
25 report by those PIDs. We will change them as needed.

1 We will have a Long-Term PID Administration which may  
2 be part of the ROC. That decision hasn't been made.  
3 But we have to operate in terms of making decisions  
4 for CLECs on those PIDs. You're free to come and  
5 suggest how they can be changed.

6 We have developed a Performance Assurance  
7 Plan based on those PIDs to try to make sure that you  
8 get the performance that you're looking for. But to  
9 say, you know, if you want to present problems you're  
10 having, we're here to listen to them. But we've got  
11 to work towards metrics that we all have in common.

12 MS. CLAUSON: And I understand that. And we  
13 do respect all the work you've done. We could not  
14 possibly get up to speed on that in two weeks.

15 MR. BELLINGER: And there are two things in  
16 the PAP plan. Are you familiar with the PAP plan?

17 MS. CLAUSON: I know that it's the  
18 Performance Assurance Plan.

19 MR. BELLINGER: You can request an audit. We  
20 require Qwest to send up the data, the backup data, so  
21 you can look at it and decide whether you need an  
22 audit or not. And then there is a root clause  
23 analysis evaluating the performance that they have to  
24 do on a two-month basis that they have to report on  
25 that's made public. And the Arizona Commission can

1 monitor what's going on.

2           So these are the things that the Commission  
3 is concerned about service performance of Qwest and  
4 your performance, and we take a look at what you've  
5 done here because you've put the effort in it. But  
6 I'm trying to explain to you what the Commission has  
7 to work with.

8           MS. CLAUSON: Well, our understanding -- and  
9 we don't have much information to go on, a couple of  
10 e-mails from Maureen Scott to talk about the purpose  
11 for today and what we've read in the letters from the  
12 Commission going back and forth for the purpose of  
13 this workshop. So let's clarify whether this is worth  
14 doing.

15           We understood that although all of those  
16 things you describe have been done, there is a  
17 question at least in someone's mind who set up this  
18 workshop that maybe a relook at that might be  
19 necessary if someone has a commercial performance  
20 experience that could shed some light on that. So if  
21 you hear the experience, if you hear how we've  
22 measured it, if you hear how it affects your business,  
23 it might provide useful information to look at that.  
24 It doesn't mean for sure that there will be changes.  
25 It doesn't mean there won't. But certainly in the two

1 weeks that we've had to get ready and come here -- and  
2 we're happy to do that, I'm not complaining about  
3 that. We want to come here and be heard. We couldn't  
4 undo the fact that we haven't been here for two years.  
5 We could not read every PID or everything. And we do  
6 have to rely on people to put context around it.

7           But first we have to explain what we did and  
8 why we did it. And if we can get through that, I  
9 think it will be useful then in answering questions  
10 about, well, is this different or that different or  
11 how did we do it from before.

12           MR. BELLINGER: I thought we were well into  
13 trying do that on the first issue.

14           MS. CLAUSON: And the first issue --

15           MR. BELLINGER: And I didn't -- I was having  
16 trouble seeing where we separated -- weren't trying to  
17 identify your problem.

18           MS. CLAUSON: I think part of it's semantics.  
19 I think when we talk about the first issue, we had  
20 kind of grouped in our presentation of this first  
21 going through what happened -- and we can do the  
22 second part first. We thought you'd want to hear what  
23 issues we have now that we had in 2000 because that's  
24 just logical.

25           But the second part of the presentation,

1 Exhibits 5 through 8, are these report card measures  
2 and walking through how we've done them, how Qwest has  
3 performed over time, when you look at it this way.  
4 Now, then go from there to what are the differences  
5 and how you need to look at it.

6 I would propose that we let Lynne walk  
7 through Exhibits 5 through 8, get that background, and  
8 then move forward. We feel like we're battling a huge  
9 difference in knowledge where we've got all kinds of  
10 knowledge about what we've been doing for the past  
11 years that if you don't have, you can't compare it to  
12 what you've been doing.

13 MR. MORRISETTE: Karen, if I could just jump  
14 in before Lynne begins again.

15 I just wanted to clarify something  
16 Mr. Williams had said regarding OP-5 because I think  
17 it's relevant to whether we're measuring our E-3  
18 similar to the way Qwest is.

19 Mr. Williams, you said that you had become  
20 aware that the service order errors were being omitted  
21 from that measure and that you were taking steps to  
22 correct that as part of the PID measure. Did I  
23 paraphrase that correctly?

24 MR. WILLIAMS: No, I never said anything like  
25 that.



1           MR. CRAIN: Actually, we've been trying to  
2 tell a little bit of a story here. I think what  
3 you're asking is the DOJ identified an issue with OP-5  
4 and what have we done to respond to that. And I  
5 think, Chris, do you want to respond to that? And  
6 I'll ask Chris Viveros to respond to that.

7           MR. VIVEROS: As Mike explained, generally we  
8 negotiated the OP-5 measure, which looks at new  
9 service quality. And so it would be the equivalent of  
10 the trouble tickets for new service within 30 days  
11 that Lynne was talking about and the rate that she  
12 explained. She also identified causes for that. And  
13 one of them that they attributed to was service order  
14 error.

15           There is limited scenarios where, because a  
16 line or a feature is completely omitted from an order,  
17 that once that service isn't working, a trouble ticket  
18 can fix that. So if a feature has been completely  
19 left off an order, not misrepresented, but completely  
20 omitted, at the time either a retail or a wholesale  
21 customer is reporting trouble, from a maintenance  
22 standpoint, that feature isn't not working, it doesn't  
23 exist on the customer's record. And both our retail  
24 and our wholesale customers are turned back to the  
25 marketing department, the interconnect service center

1 in the case of wholesale, to get an order issued to  
2 actually go in and provision the service. That  
3 scenario does not get captured currently in our OP-5  
4 measure.

5           Once the issue was uncovered, we went back to  
6 look at the scope of this gap, and we put a process in  
7 place up front with our call handling center that  
8 would actually take those calls from CLECs and write  
9 the -- or have the subsequent order written to get the  
10 service provisioned. We put that in place at the end  
11 of June, and we collected data at the beginning of  
12 that process.

13           The published results I have or the results  
14 that I have were actually for that first five-day  
15 period from June 28th through July 3rd. And out of  
16 12,171 orders, there were 68 specific occurrences of  
17 an order writing error that would have caused a  
18 feature or a line not to have gone in and been  
19 provisioned correctly and that would have precluded a  
20 CLEC from issuing a trouble ticket or conversely a  
21 retail customer if we'd been looking at retail  
22 numbers. That equated to less than 1 percent, 0.6  
23 percent of those orders had that type of trouble  
24 reported.

25           That data, we are in the process of figuring

1 out and will use things like the Long-Term PID  
2 Administration to figure out what's the most  
3 appropriate way to report that. Is that an augment to  
4 OP-5. Is it an augment to PO-20. We're going to  
5 voluntarily report it. And certainly looking at  
6 preliminary July results, the percentage is even  
7 lower. So we will produce that data until we make a  
8 final determination through long-term PID where it  
9 gets included.

10 MR. WOLTERS: Chris, have you updated the  
11 five days?

12 MR. VIVEROS: They have. They have kept  
13 tracking it. The only data that was available to me  
14 was that first initial data that was quite frankly  
15 pulled together for part of an ex parte.

16 MR. BELLINGER: Is this companywide you're  
17 speaking to?

18 MR. VIVEROS: Yes. Because we have a single  
19 point of contact, Sierra Vista being our primary point  
20 of contact for CLECs calling in, they collect the data  
21 on a regionwide basis.

22 MR. WOLTERS: Five days or four days?

23 MR. CRAIN: Five working days.

24 MR. CONNOLLY: June 28 to July 3rd?

25 MR. CRAIN: We have been collecting it since

1 then. The numbers are trending even lower, but we  
2 don't have official results on that.

3 MR. MORRISETTE: I just wanted to follow up  
4 on that, and thank you for that explanation.

5 And I think it does point out that first of  
6 all, we did point this out to Qwest back in September  
7 or October time frame that we were having significant  
8 number of problems on our orders related to omitted  
9 features and service order errors. And so -- and they  
10 were significant. It was in the 30 percent range. It  
11 was on a regionwide basis. But we did consider it to  
12 be significant, and we did point it out to our account  
13 team.

14 I think the other thing is it just validates  
15 what we're saying, that it is an important issue that  
16 is not being captured by the PIDs. And I think the  
17 fact that Qwest is willing to acknowledge that it is  
18 something that they're looking at to either augment or  
19 create a new measure validates what we're saying.  
20 It's important because it affects our customers, and  
21 I'll leave it at that.

22 MR. BELLINGER: You're making the point that  
23 what we're trying to do here today is identify issues  
24 that -- do we have something in place to fix them.

25 MR. CRAIN: And then to address two of those

1 issues, we have voluntarily agreed to produce those  
2 numbers alongside our PO-5 results going forward until  
3 OP-5 results -- I'm sorry, until it's resolved in  
4 Long-Term PID Administration. Then I'd ask Toni  
5 Dubuque to explain and respond how we're working with  
6 Eschelon to address this issue as well.

7 MS. DUBUQUE: My name is Toni Dubuque, and I  
8 have service management responsibilities for  
9 approximately 400 of Qwest's customers, and Eschelon  
10 is one of those.

11 I do have dedicated service management  
12 personnel who work with Eschelon along with a director  
13 and myself who meet monthly at an executive level.  
14 The service managers work line to line, front line to  
15 front line, with all of Lynne's folks and with Bonnie  
16 Johnson, who you have heard on the phone. We do --  
17 certainly in all my experience with all customers, we  
18 always have issues around data where individuals  
19 report something one way in one company and another in  
20 another company. And so constantly there is  
21 information that needs to be shared between the two  
22 teams. That information has to be syncked up, and we  
23 really need to get to the bottom of the issue, which  
24 is, what is really causing the problem.

25 And we have worked with Eschelon for

1 approximately a year doing root cause analysis on a  
2 jointly agreed basis every month. We'd identify which  
3 of their results were results that they felt we should  
4 focus on. And we work together stripping down the  
5 data down to the transaction level, looking at what --  
6 from a Pareto chart determining where were the most  
7 significant issues.

8           This service management team then is  
9 responsible to go within Qwest and bring the subject  
10 matter experts to the table to talk about root cause  
11 problems and what action plans are being taken by the  
12 individual organizations to correct that. We  
13 successfully did that for over a year.

14           Recently, I'm not quite sure of the date, we  
15 stopped doing that. The root cause analysis from  
16 Eschelon's perspective, they felt was ineffective.  
17 From our perspective, we felt it was very effective.  
18 And so we stopped doing root cause analysis.

19           Recently, we put together a team to actually  
20 look very specifically at OP-5. Lynne talked about  
21 the 17 percent from their perspective. Mike talked  
22 about our numbers. What we really want to do is look  
23 at what is your customer's experience and get down to  
24 that level of detail and figure out what is working,  
25 what is not working, and where do we need to take

1 action.

2           So our senior service manager is, as we  
3 speak, working at detail, looking at the details of  
4 OP-5. Where can we improve. What can we do  
5 differently to ensure that your customer's experience  
6 is improved.

7           MS. CLAUSON: This is Karen Clauson, and you  
8 know me, Toni, and I'll just ask a couple questions  
9 before Lynne responds.

10           Do you have the binder in front of you?

11           MS. DUBUQUE: I do not.

12           MS. CLAUSON: If you could turn to Exhibit  
13 E-7. At some point we want to have Lynne walk through  
14 what this is, but I think you'll recognize it, Toni.  
15 It shows report card performance for January 2001  
16 through April 2002. When you were just talking about  
17 the time period that we've been working on these  
18 issues, was that generally the time period you were  
19 referring to?

20           MS. DUBUQUE: Yes.

21           MS. CLAUSON: And as you look at this graph  
22 that shows the performance over that time, a large  
23 portion of which you described we were doing root  
24 cause, what is the trend that you see in the data in  
25 terms of how effective those efforts were at causing

1 performance improvements?

2 MS. DUBUQUE: Karen, I don't know if I can  
3 make such a general statement. I think what you have  
4 to do is get down to each individual month. We worked  
5 on only one or two particular issues that were jointly  
6 agreed upon. I don't know based -- or buried within  
7 this data which one of those were. I know we worked  
8 repair issues. Information fluctuates month to month.  
9 I can't pick out out of this graph, I don't believe,  
10 how successful we were or what we worked on.

11 MR. CRAIN: And I would also point out that  
12 this is based upon Eschelon's numbers rather than the  
13 numbers -- our internal numbers are showing. So  
14 there's the disagreement on that, as well.

15 MS. CLAUSON: It's not a disagreement. This  
16 is definitely based on Eschelon's numbers.

17 And, Toni, when you were describing the  
18 issues we were working on root cause, you were dealing  
19 with Eschelon's numbers, correct, our report card that  
20 we were presenting to Qwest?

21 MS. DUBUQUE: That's correct. That was part  
22 of our agreement when we agreed to do root cause  
23 analysis and jointly work together to ensure that we  
24 were doing things to improve your service.

25 MS. CLAUSON: And if you turn to the second



1 page of Exhibit E-7, I think that may explain a little  
2 more about the graphs since Lynne did go through it.  
3 If you see the total satisfactory, you remember how  
4 the report card works?

5 MS. DUBUQUE: Yes, I do.

6 MS. CLAUSON: And the one line shows the  
7 total satisfactory. And then there's a 60 percent  
8 line that's in bold on the previous page.

9 So what this graph represents -- and correct  
10 me if I'm wrong, Lynne, what this graph represents is  
11 showing which percent Qwest had a total satisfactory  
12 performance in that data you described. Do you  
13 understand that?

14 MS. DUBUQUE: I don't think so.

15 MS. CLAUSON: Let's have Lynne go through it  
16 and explain what Exhibit E-7 is that forms the basis  
17 for your getting to this.

18 MS. POWERS: Flipping the page to Tab 8,  
19 which is Exhibit E-8, would explain where the 26.7  
20 percent, for instance, comes for January 2001, which  
21 is the first month of the period of time we're looking  
22 at. And so the 26.7 percent represents out of the  
23 potential here that four of the items were  
24 satisfactory. So that was the 26.7. And as you move  
25 along, those percentages are the first line at the

1 bottom in the bottom bracket.

2           So essentially, what we're representing out  
3 of the possible measurements that we included on our  
4 report card, those were the -- that was the percent  
5 satisfactory.

6           MS. CLAUSON: And, Toni, you went through  
7 these meetings every month or most of them for this  
8 period of time. So is it correct that you're familiar  
9 with the total satisfactory percentage?

10           MS. DUBUQUE: Yes, I am.

11           MS. CLAUSON: Lynne, could you just describe  
12 as more background before we ask questions about this  
13 document how you view this document and why the 60  
14 percent line is involved.

15           MS. POWERS: I view the document to show that  
16 over our period of time of measuring this report card,  
17 which we began in January of 2001 and was showing the  
18 results through April 2002, that generally we have not  
19 seen improvement. I've chosen the line of 60 percent  
20 to represent a grade of generally a D if we were all  
21 in school and to represent that in our experience,  
22 Qwest raised above that level only twice during that  
23 period of time.

24           I also would like to address the typifying of  
25 why would Eschelon stop having these root cause

1 meetings if they were successful. And obviously,  
2 based on the graphical representation, they were not  
3 proving to be successful for us.

4           What they did turn to be was a great deal of  
5 taking the detail of our data and saying, no, that one  
6 wouldn't have counted because our records showed  
7 something else. Even though we may have had, say, in  
8 a CEMR reporting exactly what the Qwest technician  
9 said, for instance, that was reported as no trouble  
10 found from a Qwest record perspective. We found that  
11 consistently the same issues were there. One of the  
12 issues we were focusing on was T1. And consistently,  
13 F1 and F2 pair were the issues and those being held  
14 and the issues around that. And, again, month over  
15 month, we're working on F1/F2 pair not improving.

16           So essentially what we found was it turning  
17 to be a focus on the actual reporting of the  
18 individual detail behind each of those particular  
19 items versus focusing on what we were experiencing  
20 from our customer service perspective.

21           So that is why we would have changed from  
22 doing as we previously did, and we changed that  
23 position at that time.

24           MS. CLAUSON: For example, if the performance  
25 had routinely on this graph been up above the 70 or 80

1 percent line and you were trying to do some fine  
2 points as to the differences in how you measure it,  
3 would that have been a more valid exercise at that  
4 point?

5 MS. POWERS: I think so.

6 MS. CLAUSON: So we're trying to get Qwest  
7 from the bottom half of the graph up to the top half?

8 MS. POWERS: That's correct.

9 MS. CLAUSON: So, Toni, you were describing  
10 the efforts, and we do appreciate your efforts.  
11 Eschelon has the highest regard for Toni Dubuque, who  
12 does an excellent job for us. And we are not  
13 criticizing Toni or our other service managers  
14 personally. We like them as individuals and we  
15 respect them. We are bringing up these performance  
16 issues because they work in an organization and with  
17 processes that dictate a result that individual human  
18 beings maybe can't change. And I hope Toni  
19 understands that. It certainly is not a criticism of  
20 her. She is someone, as I said, we very much respect.

21 In talking about the performance, you  
22 mentioned that when you went through these report  
23 cards every month, and "you" being Qwest, that you did  
24 some activities to root cause to try to solve these  
25 problems. I'll just tell you that Eschelon's view is

1 that it's good to hear promises about steps you're  
2 trying to make to make changes, but as this graph  
3 shows and as your comments show, we've been working on  
4 this since January of 2001. And as Garth Morrisette  
5 mentioned, for example, the issue that you're only now  
6 fixing with OP-5 is something that we raised quite  
7 some time ago.

8           If you look through the detail in E-8 and you  
9 start in November of 2001 and go forward, that measure  
10 and this concern we've had has been consistent since  
11 November of 2001 that for OP-5 for our off-net orders,  
12 30 percent satisfactory performance, periodically it  
13 gets up, but never above 70 percent.

14           And what is it that suddenly is going to be  
15 done on that measure that you haven't done since  
16 November of 2001 and what is it that you're going to  
17 do in terms of forming teams? We've had teams before.  
18 What's different?

19           MS. DUBUQUE: Karen, I certainly can't  
20 pretend I have all the answers here today. I just  
21 firmly believe that we have really looked at your  
22 service issues and have worked with you hand in hand  
23 to identify areas of focus. I know that we have had  
24 thanks from your individual line people when we have  
25 brought service particular subject matter experts into

1 meetings where we have done root cause. We work long  
2 and hard with you on all of our repair processes to  
3 ensure that we are doing things correctly on our part  
4 and to help clarify processes for you and your front  
5 line folks. So I don't know if this is the arena to  
6 talk about the detail. I certainly didn't bring all  
7 the different things that we did. I didn't bring our  
8 laundry list. I have that back in my office.

9           But from a high level, we're committed to  
10 working with you to provide root cause analysis and  
11 working as your liaison with the NR organization  
12 whether it's process, whether it's IT, whether with  
13 our network counterparts in order to improve the level  
14 of service that we are providing for you.

15           MS. CLAUSON: And we appreciate that. We  
16 just do have this question as to this is an issue that  
17 although the DOJ may be discovering it now, we've been  
18 raising since November of 2001 in one form or another.  
19 So it does seem to us that the answer is to see  
20 improved results because we've had all these -- we've  
21 had many discussions. We've gone through the data.  
22 We've known this is an issue for a long time. And  
23 you, Toni, have made personally extra efforts to try  
24 to correct it, but we still are receiving this result.  
25 So we do think that we need something that would

1 indicate that the performance will improve in this  
2 respect.

3 MR. CRAIN: And I think we have -- I don't  
4 know how much more we can do on this issue. We've  
5 worked the particular issue about what's in and what's  
6 not in OP-5. Those are being voluntarily reported on  
7 a going-forward basis. We're working with Eschelon  
8 for root cause on their particular issue. Our  
9 results, if Mike Williams read them off, show  
10 significantly better service for Eschelon than they're  
11 reporting and certainly we are anticipate meeting  
12 their parity requirements there. I would suggest we  
13 move on to our next issue.

14 MR. BELLINGER: The first issue we were  
15 trying to deal with was provisioning. We have dueling  
16 data between what your data is and what Qwest is  
17 reporting.

18 MS. CLAUSON: Is it an accurate summary,  
19 though, that as Garth Morrisette said on the phone, we  
20 have identified an area that we're measuring and they  
21 are not?

22 MR. BELLINGER: Who's not?

23 MS. CLAUSON: Qwest is not.

24 MR. BELLINGER: Maybe we could get him to  
25 restate that.

1           MS. CLAUSON: Garth. Garth Morrisette, could  
2 you please go back to the comments you made, the error  
3 that we pointed out the account team and what you said  
4 about validating our point and explain that.

5           MR. MORRISETTE: Well, what I was saying was  
6 back in November, we had pointed out that OP-5 was not  
7 capturing the service order problems or service order  
8 errors that we were seeing and that our measure E-3  
9 was capturing those errors. And I heard the Qwest  
10 representative say that going forward, they're going  
11 to voluntarily start reporting to include those  
12 service order errors. But what that won't do is the  
13 data that Mr. Williams was saying that Eschelon is  
14 getting service at parity with Qwest, that's all  
15 historical data. And if that data did not include  
16 those service order issues, then from my point of view  
17 at least, that's not valid data to compare to and it's  
18 not capturing the service order problems that we're  
19 experiencing.

20          MR. BELLINGER: Well, I understood from what  
21 Qwest said that they are going to start capturing that  
22 data. I think you understand OP-5 doesn't change, and  
23 we can include it in OP-5. But I think OP-5 measures,  
24 what it says it measures, and I think it's very clear  
25 what it measures, it doesn't measure service order



1 errors. But we're starting to measure that, and we're  
2 going to put it somewhere.

3 With that comment, what is it Eschelon in  
4 addition would like to see happen?

5 MS. CLAUSON: Eschelon would like -- we do  
6 appreciate for this proceeding you have to address the  
7 measurement issues. We believe this is a significant  
8 one that we've identified for some time and the DOJ  
9 has identified in terms of what is being reported and  
10 not. It will be very helpful to now include that  
11 going forward.

12 I do think one of the points Mr. Morrisette  
13 was making is one or two people in this room from  
14 Qwest have made statements that we are at parity. We  
15 disagree with that statement because all of the data  
16 up until now has not included this information, which  
17 is very impacting to our business, that suggests that  
18 if you did capture that data, you would show a very  
19 different result. And we have followed a year and a  
20 half worth of data that shows that when we were  
21 capturing that data, they weren't, the data is very  
22 different. And it's so different. It's not like  
23 we're within a percentage point of each other. That  
24 even if we did have some quibbles about particular  
25 orders and whether they should be included, it does

1 show that this is a significant performance problem.

2           And it is necessary to have measures and  
3 penalties. We agree with that. We also would like to  
4 know as a practical matter what Qwest is going to do  
5 to address the service performance issue; not just to  
6 measure it, but to bring the measure up. To bring the  
7 performance up.

8           MR. CRAIN: We can respond to that.

9           MR. VIVEROS: From the standpoint of service  
10 assurance, things that we have been doing, additional  
11 steps that we're taking or have taken to address the  
12 issue of ensuring that your orders are as accurate as  
13 they can be -- the overall service assurance program  
14 for ensuring that your orders are as accurate as they  
15 possibly can be include several aspects.

16           They include system aspects. Our IMA system,  
17 as you know, we generally try and have at least two  
18 major releases a year. And with every release, we put  
19 in additional up-front edits to ensure that common  
20 mistakes or things that are unclear that are being  
21 done on LSRs that potentially have our service  
22 delivery coordinators having to process orders  
23 manually or interpret what is being requested go in --  
24 I don't think I could have said it any more convoluted  
25 than I just said. We put in additional errors that

1 are being made that could cause the misprocessing of  
2 orders or the manual handling of orders. And so with  
3 each release, edits are going in looking at common  
4 mistakes that are being made.

5           Additionally, we attempt to include the  
6 improvements in our flow-through capabilities with  
7 each release. And certainly looking from a historical  
8 standpoint, our flow-through performance has  
9 continually improved release after release and even  
10 absent some providers who remain on older releases and  
11 can't take advantage of the new flow-through  
12 capabilities.

13           Along those lines, and specific to some of  
14 the issues that Eschelon has raised, there are types  
15 of services that are provided by Eschelon, Centrex  
16 conversions to UNE-P, that do already flow through.  
17 There are additions that are being made. For example,  
18 next month with the 10.1 release, full conversions of  
19 Centrex 21 to resale or UNE-P will begin to flow  
20 through. So with respect to taking the human error  
21 factor out of the equation, the more orders we can get  
22 to flow through, the less opportunity for error.

23           We also have our training curriculum for our  
24 service delivery coordinators, which is actually  
25 targeted at the type of requests those SDCs are

1 expected to process or do process. So rather than  
2 giving every one of the SDCs the ones that handle  
3 unbundled loops and the ones that handle UNE-P and the  
4 ones that handle resale, the training is targeted. So  
5 they're focusing on the ones that they're going to be  
6 working with and processing and supporting.

7           The coaches in our service centers perform  
8 quality reviews for every one of the SDCs. That is  
9 part of the expectation of the coach's problem,  
10 looking at X number of orders for each of the service  
11 delivery coordinators that work for them, providing  
12 feedback back to the specific individual when it  
13 appears that they have misunderstanding. Working with  
14 all the coaches to do trend analysis to see whether or  
15 not the mistakes an individual SDC is making are  
16 common errors across multiple SDCs and taking action  
17 to care for that, whether that's having to ask the  
18 training organization to come back and do refresher  
19 training, to have the staff support issue a  
20 multi-channel communicator, to communicate a reminder  
21 that it looks like you're doing this wrong, this is  
22 the appropriate way to format this section of the  
23 order, for example, or to have the staff create a new  
24 job aid for distribution so that we have a tool right  
25 there to assist them with something that isn't common

1 to refer to it on those occasions when they get them.

2           Above and beyond those, kind of flipping back  
3 from a system standpoint, much like the edits that go  
4 into each IMA release, we look for opportunities to  
5 increase the internal edits that we have in our  
6 service order processor. So if we see common mistakes  
7 being made in our quality reviews of orders and it's  
8 reasonable, we can format a way for the service order  
9 processor to prevent that from happening, then we can  
10 install additional edits for the service order  
11 processing so when the SDCs are writing their order,  
12 common mistakes can be caught before they're  
13 distributed downstream.

14           And above and beyond all that, we have the  
15 new PID, our PO-20, which we proposed and have been  
16 reporting voluntarily to show the June results to show  
17 the level of accuracy. We fully expect that as we  
18 progress through the phases of that measure, parties  
19 such as Eschelon will provide information to the table  
20 and we will focus on that measure so it is looking at  
21 what is important to CLECs above what it's been  
22 defined to do. That will be handled through the  
23 Long-Term PID Administration, and we would encourage  
24 participants to do that so that we are focusing on the  
25 right things and this is the right thing to be

1 assessing in that measure because right now, we're  
2 looking at the things we've heard are of concern.

3           We're ensuring that the dates that would  
4 cause our performance to potentially be skewed are, in  
5 fact, accurate. We're looking at the entries that  
6 link the service order to the CLEC's LSR. Along those  
7 lines in 10.1, we are also enhancing that relationship  
8 through enhancements to the service center's access  
9 into IMA. So that when they go in to confirm a CLEC's  
10 request in IMA, the system automatically goes and  
11 retrieves the orders that have been issued in the SOP  
12 for that purchase order number so that they can see  
13 the -- excuse me, they can see the service order  
14 numbers, they can see the due dates that they have  
15 typed on those orders, and they can ensure the  
16 relationship between the PON, the service order  
17 number, and the due dates associated with it. So that  
18 in fact the FOCs that are going out do have  
19 information based on the orders that have actually  
20 been written for that particular request.

21           The last piece of 10.1 is also a new form of  
22 notice that will be available to both our GUI and our  
23 EDI customers, and it has to do with the issue of not  
24 being able to see what was put on the internal order  
25 until completion. Right now our FOC does not have the

1 service details that the completion notice does have,  
2 and there were concerns raised that completion is too  
3 late.

4 And so in response to that, in working  
5 through the CMP process, we created a new notice  
6 called the PSON. And although it's a new acronym, I  
7 can't remember what it stands for.

8 MS. WINSTON: Pending service order  
9 notification.

10 MR. VIVEROS: That would be it. Connie gets  
11 a prize.

12 And on that PSON, which will come out  
13 following the FOC for any CLEC that signs up to  
14 receive that -- it's a voluntary notice, if you want  
15 it you'll get it -- it provides the same level of  
16 detail of the S and E section that the completion  
17 notice provides. So that a CLEC can see, while that  
18 order is still pending, that, in fact, their LSR has  
19 been translated to internal service orders that  
20 accurately reflect what it was the CLEC wanted done.

21 MS. POWERS: And if the CLEC finds an error  
22 on the PSON, which is basically you're asking the CLEC  
23 to do the order quality checking, then what should the  
24 CLEC do?

25 MR. VIVEROS: First off, I'm not asking the

1 CLEC to do the order quality checking. It's our  
2 understanding that the CLECs asked this to be  
3 available to them. We're not asking for Eschelon or  
4 anyone else to do that. And in doing that, if, in  
5 fact, you believe that the internal order has been  
6 written wrong, that the PSON reflects something that  
7 you don't believe you asked for or, conversely,  
8 doesn't have something that you did ask for, we would  
9 ask that you verify the LSR you submitted; and where  
10 you find an error, that you report that through our  
11 Sierra Vista call center, and they will work to ensure  
12 that the internal service orders are updated to  
13 accurately reflect what you asked for.

14 MS. CLAUSON: And where is that process  
15 documented?

16 MR. VIVEROS: The process for contacting  
17 Qwest is documented within the product catalog on the  
18 Qwest Web site.

19 MS. POWERS: For contacting generally or  
20 contacting on this issue?

21 MR. VIVEROS: Contacting in general. I don't  
22 know that in fact in addition to making the notice  
23 available -- we've certainly disclosed the  
24 capabilities out there, and there is documentation for  
25 the new notice, what it represents. I don't know that



1 we have a new scenario here, though. The Web  
2 currently says, if you have a question about your  
3 order or if you have a concern about your order, our  
4 service center in Sierra Vista is the first point of  
5 contact.

6 MS. CLAUSON: And have the people at Qwest  
7 been trained on the PSON, what it means and what steps  
8 to take if a CLEC finds an error, what to do to  
9 correct it and how to escalate if that doesn't work?

10 MR. VIVEROS: Let's take this in piece parts.  
11 We provide training on each release of IMA to our  
12 service center personnel, to our service managers.  
13 The PSON is a new notice, and so that would certainly  
14 be something that would be covered in our new release  
15 training.

16 MS. CLAUSON: And when you say a new notice,  
17 your training does cover, or does it, the fact that  
18 the notice will go out? Do you know whether the  
19 training includes what to do when once that notice has  
20 gone out per the release, what to do to resolve any  
21 issues uncovered by that notice?

22 MR. VIVEROS: I have not reviewed the  
23 training personally. I would say that although it's a  
24 new notice, the concept of getting a call from a CLEC  
25 that is raising a concern about a pending order is

1 something that our specialists that man the call  
2 center have already been trained on. In calling the  
3 call center, if a CLEC -- my expectation would be that  
4 if a CLEC called and said, I just got this new PSON  
5 and there are three features missing from the third  
6 line, that the call center specialist would know to go  
7 into the service order processor, pull up the service  
8 order, compare it to the LSR, and say, you're  
9 absolutely right, those features are on your LSR,  
10 they're not on our service order, I will get the  
11 service order updated and corrected; or no, the  
12 internal service order has those features on it, and  
13 in looking at your PSON, they're here; or for some  
14 reason they're not on the PSON, let's find out why  
15 they're missing from the PSON but your internal order  
16 is written correctly and you'll get the service you  
17 want.

18 MS. POWERS: The reason I ask the question is  
19 our experience to date with IMA releases, there's a  
20 significant gap to things that are put in from a  
21 systems perspective to what has been put in place from  
22 the processing and training perspective. And  
23 typically our experience with MCCs is that they do not  
24 stick. They're not gotten in the hands of somebody.  
25 And as you just typified what somebody should do, I'd

1 love it. Typically, it's, what's a PSON? I don't  
2 know what you're talking about. Can you send me  
3 something. So all I'm stating is our experience to  
4 date, I hope that the experience with 10.1 and this  
5 particular issue will be different, there has not  
6 been, and there's a significant gap. And that gap has  
7 been recognized at CMP. And I would hope that the  
8 multitude of things that we ask for -- better training  
9 and better syncking of systems has not been our  
10 experience with Qwest.

11           And then the last statement I would like to  
12 make is in regards to your very limited short four or  
13 five days of gathering the data, that does not reflect  
14 our experience on this issue as far as what the  
15 experience is on errors for service orders.

16           MR. BELLINGER: Could you be a little more  
17 specific on that point.

18           MS. POWERS: Chris typified that for the four  
19 to five days that they gathered data, I believe he  
20 stated that that was for calls coming into the center  
21 where a CLEC was reporting a problem with an order  
22 that their experience was only under 1 percent of a  
23 problem. I would question the gathering of  
24 information by calls coming in from CLECs, does that  
25 mean that if a call didn't come in, it didn't get

1 recorded? And secondly, I would like to state that  
2 that 1 percent is such a disparate from our experience  
3 with the level of service order writer errors.

4 MS. CLAUSON: And if we look at Exhibit E-1,  
5 as it states in there, of more than 70 percent of the  
6 UNE-P orders that had troubles in 30 days, the  
7 majority of Qwest troubles are Qwest order writer  
8 errors or errors on the line side translations. So we  
9 do feel it's a significant issue and not just one  
10 product.

11 Also, what are you doing with respect to the  
12 errors on the line side translations? I believe your  
13 comments were referring to order writer errors; is  
14 that correct?

15 MR. VIVEROS: I was referring to the  
16 enhancement to our tracking capabilities for order  
17 writing errors. Certainly, if the cause of a trouble  
18 after installation is a missed translation or a bad  
19 translation, then I can't think of a circumstance  
20 where that trouble report wouldn't be issued, you  
21 wouldn't have what I would call an I report that would  
22 go back to the RCMAC to get those translations redone  
23 to correct the problem. That would follow a normal  
24 trouble flow, and it would be reported in OP-5.  
25 Trouble report would be opened, it would get assigned,

1 the switch would get retranslated. The problem would  
2 be resolved and the trouble would be closed, and it  
3 would be reported in OP-5.

4 I was addressing the other half of the  
5 scenario and with respect to the question around  
6 collection. Certainly if a trouble is not reported,  
7 it will not be captured anywhere. Regardless of  
8 whether it's in OP-5 or this measure or anywhere else,  
9 if trouble's not reported, then it's not going to be  
10 reflected there. But whether the CLEC calls into the  
11 maintenance and repair center or whether they call  
12 into the call center, if it's determined that the  
13 cause is an order writing omission and it is directed  
14 to the call center, it would be captured in these  
15 results.

16 MS. POWERS: And it's captured by a human  
17 action to hit some sort of code to record that?

18 MR. VIVEROS: It is captured by the call  
19 center specialist categorizing the ticket.

20 MS. POWERS: And I would just contend I run a  
21 call center. I know how hard it is to get people to  
22 comply with things that have been in place for five  
23 days. I just think that is relatively limited  
24 information and not fair to represent as experience.

25 And secondly, in regards to the line side

1 translations issues, I would also indicate, we have  
2 experience and we just started ordering UNE-P. Qwest  
3 has chosen to put our UNE-E experience and loop it  
4 into the UNE-P as well, but we've just started to  
5 order UNE-P. And we are finding a significant amount  
6 of orders that fall out for manual handling and go to  
7 RCMAC, and that's the disconnect order is worked prior  
8 to the new order and feature issues are a problem.  
9 And as Eschelon is the second largest CLEC, I  
10 understand, in Qwest's territory, and that we are  
11 ordering UNE-P now in more of a volume -- maybe I'm  
12 incorrect in stating. You can verify that. But we  
13 are just beginning to order UNE-P. I would contend  
14 that the number of UNE-P orders are relatively limited  
15 and our experience is new because under our agreement,  
16 we were ordering UNE-E for a very long time, and we  
17 have not been truly ordering UNE-P until recently. So  
18 I think the experience there is yet to be shown all  
19 the way through as well.

20 MS. CLAUSON: I have some questions going  
21 back to the first points that -- I'm sorry, Chris,  
22 what is your last name?

23 MR. VIVEROS: Viveros.

24 MR. BELLINGER: It's about time for us to  
25 break for lunch.

1 MS. CLAUSON: I wanted to go back to those  
2 whenever we can before we move on.

3 MR. BELLINGER: How late can you go tonight?

4 MS. CLAUSON: Could we answer that question  
5 after lunch? We're here.

6 MR. BELLINGER: Obviously, at the rate we're  
7 going --

8 MR. MORRISETTE: Karen, we had two issue in  
9 the room that we wanted -- two questions we wanted to  
10 ask, also.

11 MR. CRAIN: And we can be here until the cows  
12 come home.

13 MR. WOLTERS: Hagood, we want to respond to  
14 some issues regarding the OP-5 and issues that have  
15 been raised and discussed by Qwest.

16 MR. BELLINGER: Okay. So it sounds like we  
17 have some more to do on this, but it's lunchtime. And  
18 it sounds like we're not going to finish quickly on  
19 this, so why don't we break for lunch and be back at  
20 1:30.

21 (Recess taken at 12:05 p.m., and the workshop  
22 resumed at 1:35 p.m.)

23 MR. BELLINGER: We're going to try to finish  
24 up with where we -- at the point we left off, finish  
25 that particular issue, if we can, hopefully, quickly.

1 And then we'll -- Eschelon would like to make a  
2 presentation, and we'll do that following trying to  
3 finish off this issue.

4 Karen, I think you wanted to ask some  
5 questions.

6 MS. CLAUSON: Yes. Karen Clauson from  
7 Eschelon again.

8 Chris, rather than use a Q and A format that  
9 has been taking a while, I'm going to summarize some  
10 comments that we have on what you said, and then you  
11 can just respond to them as you will to try to save  
12 time. If that doesn't work, we can go back to the  
13 other way.

14 MR. VIVEROS: Sounds good.

15 MS. CLAUSON: And we have a question about  
16 what you said. Actually, maybe I'll start with a  
17 question about what you said first so we don't respond  
18 to it and that's not what you said.

19 Eschelon thought that you said Centrex to  
20 UNE-P orders flow through. Was that what you said?  
21 Is that the case?

22 MR. VIVEROS: Centrex Plus and Centron  
23 conversions to UNE-P POTS do throw through.

24 MS. CLAUSON: Centrex Plus and Centron  
25 conversions to UNE-P flow through. Is that what you



1 said?

2 MR. VIVEROS: Correct.

3 MS. CLAUSON: Eschelon disagrees with that  
4 statement. We do not believe they flow through. And  
5 one aspect of that is covered in the FCC comments.

6 If you go to E-9 and you go to page 6 of  
7 E-9 -- I'll give you a minute to do that.

8 MR. CRAIN: Are these your FCC comments?

9 MS. CLAUSON: FCC comments, page 6.

10 Connie, I'm directing my questions to Chris  
11 simply because he made the statement. If you want to  
12 respond, that's fine. I don't care who answers.

13 MS. WINSTON: That's fine.

14 MR. CRAIN: What page?

15 MS. CLAUSON: Page 6 of the FCC comments,  
16 which is E-9.

17 MR. VIVEROS: I'm there.

18 MS. CLAUSON: Eschelon points out in those  
19 comments that Qwest has told Eschelon that any  
20 telephone number coming from a 1FB with CCMS, Centrex  
21 21, Centrex or Centron for conversion to UNE-P or  
22 resale POTS will not flow through. Is that your  
23 understanding?

24 MR. VIVEROS: No, it is not. In looking at  
25 your comments that you filed with the FCC, I went back

1 to my contacts within the wholesale organization to  
2 get a better understanding of specifically what  
3 capabilities existed for the list of products that you  
4 cited in your comments, and I was provided with the  
5 two pending change requests that will make Centrex 21  
6 to resale POTS and Centrex 21 to UNE-P flow through  
7 with 10.1. In those materials, the information I was  
8 provided indicated that Centrex Plus and Centron  
9 conversions do not flow through to resale, but they do  
10 flow through to UNE-P POTS.

11 MS. CLAUSON: Lately we had a clarification  
12 call, Eschelon did, and Connie Winston I believe  
13 participated in that call where we feel the  
14 information provided to us was different.

15 Connie, is there anything that -- about what  
16 you heard that you could explain what was said on that  
17 call and what he just said? Are we missing a piece?  
18 Are we talking about a different type of order or  
19 something?

20 MS. WINSTON: I need to recap what Chris  
21 said. Centrex, Centrex 21 flowing through to UNE-P.  
22 So UNE-P POTS.

23 MR. VIVEROS: Centrex 21 to UNE-P POTS with  
24 10.1.

25 MS. WINSTON: Yes.

1           MR. VIVEROS: Centrex Plus and Centron  
2 conversions to resale, no flow-through; but to UNE-P  
3 POTS, yes.

4           MS. WINSTON: Yes. Externally, it is a  
5 flow-through product. We aren't always successful in  
6 that flow-through because it's a very complex product.

7           MS. POWERS: What percentage of the time are  
8 you successful?

9           MS. WINSTON: I don't have that number with  
10 me.

11          MS. CLAUSON: Do you have the number  
12 somewhere?

13          MS. WINSTON: We maybe could calculate it,  
14 but I don't have it, no.

15          Q. (BY MS. CLAUSON) Would you be willing to  
16 provide it to us?

17          MS. WINSTON: If we're very specific on what  
18 we want to do and include and not include, sure.

19          MS. CLAUSON: What do you need to know?

20          MS. WINSTON: Is it just UNE-P? Is it  
21 Centrex, Centrex 21?

22          MS. CLAUSON: Eschelon's understanding both  
23 from experience and from what we've been told by Qwest  
24 previously is that a 1FB with CCMS, Centrex 21,  
25 Centrex or Centron, and I'm just reading from page 6

1 of the FCC comments, do not flow through going either  
2 to UNE-P or resale POTS. That the orders not only  
3 fall out of IMA from manual handling, but they also  
4 fall out of the switch. And that is something --  
5 Bonnie Johnson, are you on the telephone?

6 MS. JOHNSON: Yes, I'm here, Karen.

7 MS. CLAUSON: Have I stated that correctly?

8 MS. JOHNSON: You have stated that correctly,  
9 yes.

10 MS. CLAUSON: Do you have something that you  
11 want to add?

12 MS. JOHNSON: On the call that I was on last  
13 week on the clarification call for my change request  
14 asking for true flow-through, I was told on that call  
15 that Centrex Plus and Centron will never flow through.

16 MS. CLAUSON: And do you recall who said that  
17 from Qwest?

18 MS. JOHNSON: I cannot remember the name of  
19 the person that made that statement.

20 MS. CLAUSON: But it was someone from Qwest  
21 on the clarification call?

22 MS. JOHNSON: Yes.

23 MS. CLAUSON: We don't always get the first  
24 and last names on those calls.

25 Connie, do you recall the conversation?

1 MS. WINSTON: I recall the conversation. I  
2 don't recall who said it.

3 MS. CLAUSON: But someone did say that from  
4 Qwest?

5 MS. WINSTON: I can't swear to that.

6 MS. CLAUSON: And why not? You were on the  
7 call.

8 MS. WINSTON: I don't remember every single  
9 word that was said.

10 MR. BELLINGER: When we're sitting there  
11 tossing this back and forth, can we get it clarified?

12 MS. CLAUSON: That's what we want to know.  
13 Is what was said --

14 MR. BELLINGER: Can we get a take-back and  
15 maybe after the break.

16 MR. VIVEROS: We can take a take-back and get  
17 it clarified.

18 Let's clarify one point right now, though.  
19 When I'm talking about flow-through, I'm talking about  
20 the capability to particular an LSR, translate it into  
21 internal service orders in our service order  
22 processor, and distribute it downstream. I'm not  
23 talking about mechanized processing during the  
24 provisioning process through to completion.

25 MS. CLAUSON: So if we just change -- and

1 that's what I'm trying to get at. Are we just using  
2 different semantics or do we have two different  
3 points? When you tell the people at Eschelon it's not  
4 going to flow through and there's no point in trying  
5 to get this to CR because it's not going to be fixed,  
6 we are asking for an electronic process. And so when  
7 we get that response, we believe that there will never  
8 be one. Our understanding is whether you call it  
9 flow-through or not, this type of order falls out of  
10 IMA for manual handling and falls out of the switch,  
11 which would explain to us why we're having so many  
12 errors on these orders.

13           Is your understanding that they will be  
14 manually handled?

15           MR. VIVEROS: And pending the clarification,  
16 it's my understanding that right now, Centrex Plus and  
17 Centron conversions to resale do not flow through.  
18 That is a scenario where the order is not completely  
19 created electronically but rather requires assistance  
20 from a service delivery coordinator in the center to  
21 actually write a complete order and get it into the  
22 provisioning flow.

23           It's also my understandings that based on the  
24 limited volumes of that scenario, Centrex Plus and  
25 Centron converting to POTS resale, that that is not a

1 candidate for flow-through capability because the  
2 orders are complex and the volumes don't warrant the  
3 effort. So pending the clarification, that's resale.

4           That same scenario from a UNE-P POTS  
5 standpoint, what I have been advised is, in fact,  
6 those orders do flow through, that there are  
7 differences, and that we have achieved that capability  
8 on UNE-P. Not through the switch necessarily, but to  
9 the point where a complete order has been distributed  
10 into the provisioning stream. And that's -- I mean,  
11 pending additional information from you, that's what  
12 we'll be seeking clarification on, the conversion to  
13 UNE-P POTS.

14           MS. CLAUSON: That's the take-back?

15           MR. VIVEROS: Yes.

16           MS. CLAUSON: To confirm that that is --  
17 because I'll tell you that both our experiences is  
18 it's not. We want to clarify that we don't believe  
19 the situation is so limited that that should not be  
20 corrected, but that's a separate issue. We've got to  
21 disagree with what the issue is.

22           When we say that Eschelon end-user customers  
23 have been out of service for several hours until  
24 translations is worked or we have to open a ticket to  
25 get the translations worked, we are talking about

1 UNE-P.

2 MS. JOHNSON: Karen, this is Bonnie. I would  
3 like to add something if I could.

4 MS. CLAUSON: Please do.

5 MS. JOHNSON: As a result of the  
6 clarification call last week and my change request,  
7 actually the product identified was specific to UNE-P  
8 POTS. And Qwest -- I agreed to allow Qwest to even  
9 change the description of the change request to omit  
10 the Centrex Plus and Centron and include only Centrex  
11 21 and 1FB CCMS because it was identified to me on  
12 that call that Centrex Plus and Centron will never  
13 flow through to UNE-P POTS.

14 MR. BELLINGER: And they will clarify that.

15 MR. VIVEROS: Yes.

16 MS. CLAUSON: And they're going to clarify  
17 what that means to us, Bonnie.

18 If they clarify that and we have the issue of  
19 them falling out from manual handling, which I believe  
20 was the service order issue Chris referred to, there  
21 is a separate issue, Bonnie, isn't there, on the --  
22 when they falling out of the Qwest switch  
23 translations?

24 MS. JOHNSON: That is a separate issue. I am  
25 referring -- when we're talking about flow-through



1 capability as the gentleman just explained it, we are  
2 talking about the same thing flowing through the  
3 switch as is a separate issue.

4 MS. CLAUSON: And our understanding is they  
5 do not flow through the switch, and we'd like Qwest to  
6 confirm what happens.

7 MS. JOHNSON: That is correct.

8 MS. CLAUSON: So we'll wait on that. And  
9 that then will have covered that issue and those  
10 comments.

11 Back to -- setting that aside because we'll  
12 get back to that. With respect to the comments that  
13 Chris was making before lunch, we'll provide some  
14 feedback, and you can choose to respond or not, and  
15 then Garth Morrisette has some suggestions or  
16 questions about the actual PID measurement.

17 First of all, when -- Chris, when you  
18 described the steps to ensure order accuracy, we feel  
19 that except for the ones that are this new PID measure  
20 going forward and the release 10.1, those are measures  
21 that are the same or of the same type that have been  
22 in place for quite some time, training curriculum,  
23 coaches, those things. And when we show the graph  
24 that we showed earlier, that does not show a  
25 performance improvement. Eschelon does not believe

1 that those measures have been at least effective to  
2 date, and so if there is something different about  
3 what you're doing or new, that would be good. But  
4 absent that, we really need to see improvement in the  
5 results because a promise of those things, while it's  
6 better than no promise, hasn't brought us the relief  
7 we've been looking for to date.

8           With respect specifically to the PSON that  
9 you talked about, what we took from your comments is  
10 that you have an expectation and a hope that the  
11 training has been done. That you believe that some  
12 procedures are in place generally that if they're  
13 complied with would address that issue, but you  
14 weren't sure based on your own knowledge that the  
15 training had actually taken place would happen. And  
16 that also goes to the issue we have in our FCC  
17 comments where we believe there is that gap between  
18 when a system goes in and making sure the processes  
19 are in place to handle it. Both the processes and the  
20 documentation so the implications of the systems  
21 change are thoroughly thought out. And we still  
22 believe that there's a question as to whether people  
23 are prepared for that, whether that process is  
24 documented. And our experience in the past would be  
25 that often it isn't. So while an expectation of hope

1 is good, we want to see a documented process and we'll  
2 wait to see the results on that.

3           The other question we had for you before I  
4 turn it over to Garth is for the measures that you put  
5 in place, you can give us the release date or we all  
6 know for 10.1. But for the other measures, when do  
7 you expect that those steps that you've put in place  
8 to ensure order accuracy will impact the results? How  
9 long have you put in place for those things to take  
10 effect?

11           MR. VIVEROS: And let me respond to those  
12 three issues.

13           The issue of the service assurance or the  
14 quality assurance steps, the steps are certainly not  
15 brand new. They're steps that have been in place for  
16 a while. What I can share with you is that those  
17 steps did get a renewed focus as a result of the third  
18 party test here in Arizona and the third party test in  
19 the ROC. There were incidences that either the  
20 Pseudo-CLEC or the test administrator pointed out  
21 whether it was an IWO here in Arizona or an  
22 observation and exception in the ROC that focused on  
23 those same issues.

24           And looking at those examples, working  
25 through the centers the steps that were in place and

1 developing additional steps, I would say that, in  
2 fact, the attention on the quality assurance steps,  
3 ensure that they're done, they're done at a  
4 significant enough level did change as a result of the  
5 test. So I'm not sure from a time standpoint whether  
6 or not what you are seeing overlapped that, completely  
7 preceded it, or whether you've actually been able to  
8 see the effect of the improved or renewed focus.

9           Above and beyond that, to Toni's point, I  
10 think it's very difficult looking at your results in  
11 aggregate when, in fact, focus was on specific things.  
12 So what I believe I heard Toni say was that there was  
13 improvement around specific items, the items that we  
14 mutually agreed to focus on, and that it isn't  
15 necessarily represented in the overall results.

16           Moving on to 10.1, I didn't want to be  
17 misunderstood with respect to the issue of training.  
18 I have not read the actual training material nor have  
19 I observed the training. My experience from a timing  
20 standpoint would actually indicate that we would have  
21 only just begun or potentially have not begun doing  
22 that training. We don't like to do cold storage  
23 training. 10.1 doesn't go in until the latter half of  
24 next month. So it would be closer to the actual  
25 release date that we would be covering the center

1 personnel on the new capabilities of the release.  
2 That was also a point that was raised in both tests.  
3 The linkage that you're talking about between the call  
4 center and now functionality or capabilities that  
5 aren't necessarily mainstream and seen every day.

6           And my recollection is once again we took  
7 that back to the people in this case who were  
8 responsible for training and said, this seems to be a  
9 problem area, and we need to shore up that coverage.  
10 It's not just the capabilities that are being made  
11 available in the system to the service center that the  
12 personnel need to be trained on. They need to be  
13 cognizant of new capabilities that we're making  
14 available to CLECs so they understand when they get  
15 calls from CLECs that are using new capabilities are  
16 being subjected to new edits that they can assist  
17 their CLEC customers and are fully aware of what's  
18 going on.

19           The last point, how long before we expect to  
20 see improvement. I'm not sure when you said from  
21 these steps which steps you were referring to.

22           MS. CLAUSON: Before you had listed the 10.1  
23 release, you referred to training curriculums, and I  
24 guess most of them were systems ones, some service  
25 assurance program. And I was wondering how long you

1 felt those things would take to affect the actual  
2 results.

3 MR. VIVEROS: I believe they have already  
4 affected the actual results. We saw that in the test.  
5 We saw KPMG come in and look at the measures that we  
6 had in place or that we supplemented what we had in  
7 place, and they were satisfied that our quality  
8 assurance program was robust enough to resolve their  
9 concerns.

10 MS. POWERS: We were asking specifically  
11 about this issue, if the service order writing quality  
12 and PO-20 or whatever we're calling this new  
13 voluntarily reported measurement.

14 MR. BELLINGER: I think you need to clarify  
15 it. There's a PO-20 and there's an adjunct that you  
16 don't know whether you're going to put in PO-20 or --

17 MR. VIVEROS: Or OP-5.

18 MR. BELLINGER: That captures --

19 MS. CLAUSON: We're talking about service  
20 order accuracy and some of the issues that haven't  
21 been captured, just to clarify for you, and when this  
22 might be instituted and we can see this effect.

23 MR. VIVEROS: I mean, it's part of the  
24 ongoing quality assurance program, the reviews, the  
25 trend analysis that's done to identify areas to focus

1 on for improvement. The reporting of PO-20 will  
2 provide additional data to the service center to focus  
3 on -- I mean, to perform more root cause and say, why  
4 are the results what the results are? This is a  
5 particular problem.

6 In looking at the June results that were just  
7 recently published, we did that. We said, okay, what  
8 made up the predominant number of discrepancies  
9 between the LSR and the service order? In the case of  
10 looking at the June results, it happened to be  
11 typographical errors on the service order in capturing  
12 the CLEC's purchase order number correctly.

13 If we hadn't already addressed that, then we  
14 would look at what additional measures we could take  
15 to minimize or eliminate that type of an error. As it  
16 turned out, we already had the 10.1 enhancement  
17 scheduled to go in, helping the center ensure that  
18 they are typing the correct purchase order number on  
19 their service orders. I described a process where  
20 when they're going into the system and about to FOC a  
21 request, we return all the active service order  
22 numbers from the service order processor that are  
23 associated to that PON. If they've made a  
24 typographical error, that order that they wrote will  
25 not show up. That will be a flag for them to go back

1 and look in the service order processor to see why an  
2 order that they've just written for this request isn't  
3 appearing.

4 MS. CLAUSON: Just so you understand, you've  
5 described some things that you say are already in  
6 place. And we have identified a category of issues  
7 that deal with manual handling and service order  
8 writing errors and features being missed that aren't  
9 really being captured and in one way or another,  
10 you're saying going forward you're going to capture.  
11 We believe at Eschelon and as you've heard from Lynne  
12 and will that the manual handling of orders and these  
13 errors that aren't being captured, they're killing us.  
14 They are hurting our business. They are making our  
15 end-users have a bad experience.

16 And we want to know -- I mean, if you have  
17 already truly put them in place and you're not going  
18 to do anything else than what you've done, it doesn't  
19 solve our problem. We did hear that you're going to  
20 start to do some things different going forward with  
21 respect to these measures. If you don't know when  
22 they'll go into place, you can say that. But that's  
23 my question, is we're trying to discern when we might  
24 have a difference in our experience.

25 MR. VIVEROS: Well, Karen, and I'm not trying



1 avoid your question, but I can't sit here and predict  
2 the future. The measures have recently gone in --

3 MR. BELLINGER: Recently means what?

4 MR. VIVEROS: We just produced June results  
5 for measure PO-20. We have been tracking the issue of  
6 order typing errors on recently installed services  
7 since June 28th. As we collect that data, we will  
8 look at the root causes for those errors and we will  
9 assess whether we already have something to improve  
10 performance in that area, like the enhancements I just  
11 described for the purchase order number. Or if it's a  
12 different type of an error, then we'll look at ways  
13 that we can take focused steps to reconcile that  
14 particular root cause.

15 MR. BELLINGER: The point is, I think in  
16 answering, your question is, when did it go in? And  
17 so when can you expect to see results? I think what I  
18 heard is it just went in, you produced your first  
19 month of data, you're taking action, so you should be  
20 seeing results starting now, not before now.

21 MS. POWERS: Okay. In regards to the data,  
22 could you please explain again where the preliminary  
23 data for PO-20, I believe, you are gathering that from  
24 again?

25 MR. VIVEROS: Certainly. For PO-20, the

1 products reported in PO-20 are resale POTS, UNE-P  
2 POTS, and unbundled loops. Resale and UNE-P are  
3 reported together, and unbundled loops are reported  
4 separately.

5           In its first phase, as described in the PID,  
6 that is based on a sampling of orders. So for the  
7 month of June, in July, all the orders that would have  
8 qualified for reporting under the PIDs are provided in  
9 a file to our wholesale service delivery organization.  
10 They extract a statistical sample of those to provide  
11 a 95 percent confidence level. We have a QA team  
12 within that organization that's in place. They take  
13 those orders, they pull the LSRs for those orders, and  
14 they do a comparison between specified fields on the  
15 service order and specified fields on the LSR.  
16 They're multiple fields that they look at.

17           If every one of those fields is correct, then  
18 that's considered an accurate order. If any one of  
19 those fields is incorrect, then the entire order is  
20 considered incorrect, and it would not count toward  
21 our percentage of accurate orders.

22           MS. POWERS: And what fields are those?

23           MR. VIVEROS: They are defined in the PID.

24           MS. POWERS: Do they include USOCs?

25           MR. VIVEROS: In its first phase, they do not

1 include USOCs.

2 MS. POWERS: Then that doesn't address our  
3 issues. USOCs define features. So, therefore, that  
4 measurement is flawed.

5 The other question that you were mentioning  
6 earlier that you were gathering data from the Sierra  
7 Vista center and calls in, how does that relate to  
8 what you just stated?

9 MR. BELLINGER: Before you go there, when do  
10 you plan to include USOCs or do you?

11 MR. VIVEROS: The current manual sampling is  
12 just the first phase of the PO-20 measure.

13 MR. WILLIAMS: The center's information.

14 MR. CRAIN: That's a different issue.

15 MR. BELLINGER: I'm asking about PO-20.

16 MR. VIVEROS: On PO-20, right now what's  
17 proposed and what was submitted to both third party  
18 test TAGs and the Long-Term PID Administration  
19 identifies the current phase, the one we're reporting  
20 before we've had a chance to finalize all the details  
21 of the PID with the interested CLECs and state staffs.  
22 And a manual sampling based on a -- I believe there  
23 are about a dozen fields -- dates, purchase order,  
24 address, customer name, those types of fields.

25 The second phase is to mechanize the process

1 of extracting data and comparing so that we don't have  
2 that human factor.

3           The third phase is to expand upon what's  
4 looked at in the measure. That will be done on a  
5 collaborative basis through the Long-Term PID  
6 Administration.

7           So if Eschelon believes they're having a  
8 problem with feature USOCs, then we would fully expect  
9 that that's what they would put forth in the  
10 negotiation for the PID, and it would be added to the  
11 list. So that once we come out of the negotiations  
12 through Long-Term PID Administration, we would have  
13 a -- I hate to say final, but more final PID that  
14 defines the full scope of what is looked at in the  
15 service accuracy measure.

16           MS. CLAUSON: And when would you expect that  
17 to occur, if you know?

18           MR. VIVEROS: At this point in time, the ROC  
19 has asked for states to comment on their interest in  
20 LTPA by September 1st. I would expect shortly after  
21 that, the actual sessions would begin, and it could be  
22 something that we could work through very quickly. If  
23 everyone comes to the table with their information and  
24 they're ready to say, these are the five things that I  
25 think you've got to look at in this measure and

1 there's a lot of collective agreement, we could be  
2 done coming to that agreement in a few meetings or we  
3 could spend a lot of time all collecting data and  
4 trying to work through what the right things to look  
5 at are.

6 MR. WILLIAMS: Let me provide a little  
7 clarification. This is Mike Williams. Where you were  
8 asking about the USOCs is whether it would be included  
9 in PO-20. We are providing that additional  
10 information in addition to PO-20. In other words,  
11 PO-20 isn't necessarily the cure-all for service order  
12 accuracy issues or it's not going to be the only thing  
13 that addresses service order accuracy. We did provide  
14 that additional information where we looked at the  
15 calls that are coming to the centers where the  
16 solution is not a trouble ticket but rather an order.  
17 And that information is what immediately is providing  
18 some indication about that USOC type of an issue.

19 It may be as we get into the Long-Term PID  
20 Administration and look at the alternatives for kind  
21 of formalizing that kind of an information flow, we  
22 will find that it doesn't make sense to put it in  
23 PO-20 and do a sampling but it might make sense to  
24 capture that effect some other way, or it may. It's  
25 hard to say. But right now, we do have information in

1 PO-20 to cover a portion and in the additional  
2 information to cover the other portion.

3 I might also clarify that PO-20 is designed  
4 the way it was to address and to focus as Chris said  
5 on the issues the test raised. And the test did not  
6 find issues with respect to USOC that were significant  
7 enough to create a separate measurement. That was not  
8 the outcome of either the Arizona test or the ROC  
9 test.

10 The PO-20 does address point on what the  
11 issues related to manual service order accuracy that  
12 they did find a question about, which were things  
13 related to commitments met, the accuracy of fields  
14 that affect whether we are either meeting the  
15 commitment or capturing the commitment correctly; and  
16 secondly, whether we are meeting the interval or  
17 providing a non-discriminatory interval or measuring  
18 it correctly. That's what PO-20 now deals with, is  
19 that kind of an issue. Then when supplemented with  
20 the additional information, we start to address the  
21 USOC.

22 However, none of this is an admission on  
23 Qwest's part that there was any valid evidence to say  
24 we have a serious problem in the manual orders. In  
25 fact, the audited test information says that nobody's

1 perfect, but we're doing okay. And what we have done  
2 is to offer this additional PID and additional  
3 information and further participation in Long-Term PID  
4 Administration to demonstrate that it is so. And we  
5 will certainly invite opinions to the contrary as we  
6 get into the long-term PID, but we're asserting that  
7 the credible evidence on the table that has been  
8 audited, tested which we can give credence to  
9 indicates that we don't have a serious problem and  
10 will continue to demonstrate that.

11 MS. POWERS: In regards to the additional  
12 information, Chris, and this gathering of the calls  
13 in, where are you gathering that data from?

14 MR. VIVEROS: From our call center. We --

15 MS. POWERS: Which call center?

16 MR. VIVEROS: The service delivery call  
17 center. The one that's your first point of contact in  
18 Sierra Vista. That same data would be gathered to the  
19 extent it was necessary from our second tier, Denver  
20 and Minneapolis.

21 MS. POWERS: And it's being gathered from  
22 that tier as well?

23 MR. VIVEROS: It's being gathered from the  
24 common database where all of our service order  
25 delivery tickets are stored. So a ticket can be

1 opened by calling that center, a ticket can be opened  
2 because of redirect from the maintenance and repair  
3 side back to the wholesale service delivery.

4 MS. POWERS: That was slightly different than  
5 what you stated earlier, that it was from the Sierra  
6 Vista.

7 Perhaps we could have Bonnie explain what our  
8 current practice is in regards to these instances  
9 where we've submitted a repair issue, repair says no,  
10 that's an order problem. How do we handle those,  
11 Bonnie?

12 MS. JOHNSON: This is Bonnie. I just want to  
13 communicate that we have in fact changed our internal  
14 process here at Eschelon because of the amounts of  
15 time that lapses and trying to get an issue resolved  
16 in going through repair. That we look at the LSR and  
17 the order confirmation and identify if we sent it to  
18 Qwest. And when and if we identify that we did sent  
19 the LSR correctly and the service order was  
20 incorrectly typed, we open up an escalation ticket  
21 directly with the CSIE start with this tier zero to  
22 get the order -- to get the service order correcting  
23 service order issued.

24 So my question would be in this new measure,  
25 is that data going to be captured in that measure? Is



1 it going to be reported?

2 MR. VIVEROS: I would certainly -- yes. I  
3 mean, there's a common database that's utilized by the  
4 Sierra Vista call center where most of our calls  
5 originate and the tier behind them are Denver and our  
6 Minneapolis CSIEs. They don't have separate  
7 databases. They have a common database for all  
8 tickets opened up from our CLEC customers. And so  
9 instead of calling Sierra Vista, the call is handled  
10 on an escalation basis, kind of leapfrogging over  
11 Sierra Vista to the CSIE, they would open the ticket  
12 just like Sierra Vista would. They would flag it as a  
13 service order accuracy issue, and it would be included  
14 in the count.

15 MS. POWERS: So in order for it to be  
16 accurately captured, it would require that the ticket  
17 is opened and that it is accurately flagged in some  
18 manner in order for it to be pulled into your data; is  
19 that correct?

20 MR. VIVEROS: That's correct. That's not  
21 unique to this process. The same would be true for  
22 most of our maintenance and repair trouble tickets.

23 MS. POWERS: And I understand that. I'm just  
24 stating that it is reliant on the person -- a new  
25 process here recently established and your very new

1 data to accurately flag that ticket such that it would  
2 be pulled into your data.

3 MR. VIVEROS: Yes.

4 MR. MORRISETTE: Lynne, this is Garth  
5 Morrisette, if I could just jump in and follow up on  
6 that.

7 One of the problems then we have is how  
8 quickly -- once Qwest identifies that there is a  
9 service order accuracy problem, what internal will you  
10 use to correct that problem? Our experience has been  
11 that the interval has been service order interval  
12 which could be 48 to 72 hours. And we need that --  
13 the interval to correspond with the service repair  
14 interval, which would be from four to 24 hours,  
15 depending on the product.

16 MR. VIVEROS: And we do not have official  
17 separate installation or provisioning intervals  
18 associated with adding a missed feature or a missed  
19 line. The expectation would be that at the point  
20 where the service delivery organization recognized  
21 that they needed to write a subsequent order, they  
22 would -- I would expect that they would put a normal  
23 interval on that order and follow the escalation or  
24 expedite procedure to make telephone calls directly to  
25 organizations within provisioning to explain that

1 order needed to be worked as quickly as possible.

2 MS. CLAUSON: When you say a normal interval,  
3 are you talking about a service interval or a repair  
4 interval?

5 MR. VIVEROS: I'm talking about a service  
6 installation interval. The service delivery  
7 coordinators, again, don't have a separate set of  
8 intervals that they can just apply to an order for  
9 this particular scenario.

10 MS. POWERS: Should they?

11 MR. VIVEROS: I would contend that no, the  
12 quickest way to get that feature worked or that line  
13 in is the process that they follow of escalating it  
14 and getting it worked as quickly as possible as  
15 opposed to having a quote-unquote standard where you'd  
16 never get it worked sooner than that.

17 MS. CLAUSON: But, Garth, did understand you  
18 correctly, they are applying an interval, it's the  
19 longer interval. If the better way to do it is to get  
20 the quickest interval, the repair intervals are  
21 shorter than the service ordering interval, so why  
22 wouldn't you use the repair interval?

23 MR. MORRISETTE: That's what I was getting  
24 at. If there's an error -- everybody agrees that  
25 there's an error, then it should be to correct that

1 error as soon as possible because it is a  
2 service-affecting error and a customer-affecting  
3 error. So I think that's what we would advocate.

4           Let me just follow up on that, too. If there  
5 is an error, then there's -- it calls into question  
6 the accuracy or the validity of the installation  
7 commitments met data, which is OP-3. Because if an  
8 order is completed and it's subsequently found to  
9 have -- and it's completed and it's considered  
10 completed on time, but then it's subsequently found to  
11 have been -- to have had an error on it, then we don't  
12 think that that should be counted as a commitment met  
13 but it should be reclassified as a missed commitment.

14           MR. WILLIAMS: Would you rather have it  
15 measured there than in an accuracy measurement? In  
16 other words, are you advocating double counting? A  
17 commitment met measurement and an accuracy  
18 measurement?

19           MR. MORRISETTE: The double counting, I think  
20 it would be a double counting if you count it as an  
21 order that was correctly provisioned and then in one  
22 measure but then count it as something that had an  
23 error on it in another measure. So somehow it has to  
24 be reconciled, and I guess I don't have the --

25           MS. CLAUSON: Garth, let's clarify that,

1    though, before I move on because I don't know if there  
2    is double counting. Let's take the situation where  
3    the order error drops a USOC. This is a common  
4    occurrence in our lifetime at Eschelon. And is there  
5    a measure right now -- I mean, you're not going to get  
6    to double counting unless it's being counted right  
7    now. Is it being counted right now?

8               MR. CRAIN: That's what we're talking about.

9               MR. BELLINGER: What did you say?

10              MR. CRAIN: That's what we're talking about  
11    that we've started counting that as of --

12              MR. VIVEROS: June 28th.

13              MR. WILLIAMS: But only counting it once.

14              MR. BELLINGER: Counting it as -- counting it  
15    where?

16              MR. VIVEROS: As this adjunct to PO-5, OP-20.  
17    That narrow categories, that is not captured in those  
18    two measures.

19              MR. BELLINGER: It's only counted once right  
20    now?

21              MR. WILLIAMS: Right. And that was the point  
22    at the beginning. We knew OP-3, which is the  
23    commitments met, would not capture errors. It was not  
24    intended to. It was on the basis of assuming that we  
25    were reasonably error free. And part of the thought

1 of the test would be to test that presumption. And,  
2 in fact, we passed that. But OP-3 is counting  
3 commitments met. And then separately, we're  
4 addressing errors as was indicated.

5 MR. BELLINGER: So how quick is as soon as  
6 possible?

7 MR. VIVEROS: I'm sorry, Hagood.

8 MR. BELLINGER: She was saying you'd add the  
9 service as soon as possible.

10 MR. VIVEROS: You have to have the standard  
11 provisioning interval for this scenario. The  
12 expectation is that the service delivery coordinator  
13 gets the order into the provisioning stream quickly  
14 and then makes interdepartmental contacts to get the  
15 service worked.

16 In the case of adding a feature, we're not  
17 talking about a lot of time. The addition of a  
18 feature traditionally doesn't carry an extended  
19 interval.

20 MR. WOLTERS: But you put the standard  
21 interval on.

22 MR. VIVEROS: Yes, they put the standard  
23 interval on it. It's the same practice. The service  
24 delivery coordinators can't just assign a due date. I  
25 mean, if it were at their pleasure to deviate from

1 standard interval and put any due date on the order,  
2 the network organization would have no way of  
3 discerning whether or not they needed to live up to  
4 that commitment or not, so we have the exception  
5 process in place.

6 MR. BELLINGER: What is the standard interval  
7 for a feature?

8 MS. BLISS: Three days for a product.

9 MS. CLAUSON: 72 hours?

10 MS. BLISS: It depends on the product. Some  
11 are same day, some are 72 hours. So we've got to get  
12 clear what product are we talking about.

13 MS. CLAUSON: To be clear, we're asking that  
14 you apply the repair interval because our end-user  
15 customer is out of service. If it's a feature that --  
16 for example, if the hunting's gone on the main line,  
17 they are for all purposes out of service because they  
18 can't do their business. So in that scenario, if you  
19 put a longer service order interval on it instead of a  
20 repair interval, you're looking at it as some ordering  
21 problem. To the end-user experience, they are out of  
22 service for something they really need to do their  
23 business, and they want it repaired.

24 And if the repair -- I mean, if the repair  
25 interval is shorter, use the repair interval if you

1 want to give us a shorter interval because it should  
2 be done more quickly because it's being escalated. We  
3 would love that. But at a minimum, say that there is  
4 an end-user who's having trouble, it is  
5 customer-affecting. Let's get it fixed. Let's use  
6 the interval that would get them up quicker. And  
7 right now, we believe you're using the longer  
8 interval.

9 MR. BELLINGER: Let me ask you, what would  
10 you do for a retail customer?

11 MR. VIVEROS: The same thing.

12 MS. CLAUSON: Let's understand that. If a  
13 retail customer, a business retail customer does not  
14 have hunting on their main line, and for all practical  
15 purposes they are telling you that they can't use  
16 their phone service and it's costing them business and  
17 they're losing customers and they're very irate, you  
18 would tell them that they have a due date sometime in  
19 the next 48 to 72 hours?

20 MR. VIVEROS: I don't think I said that. We  
21 would follow the exact same process. We would write  
22 an order using standard intervals to get it into the  
23 provisioning stream, and we would use our escalation  
24 or expedite process to get commitments out of the  
25 network organization or whatever organization needed



1 to get that particular order worked in advance of a  
2 normal due date. And then like with a wholesale  
3 customer, we would communicate back when we were going  
4 to have that in.

5 MS. CLAUSON: And when you say standard order  
6 interval for retail, the retail is out -- the retail  
7 customer has called in saying, I'm having trouble.  
8 Here's the trouble. When you use that standard order  
9 interval, is it the repair interval?

10 MR. VIVEROS: No. Let's be really, really  
11 clear, comparing apples to apples. If a new retail  
12 customer has had service recently installed and there  
13 is a feature that was missing from the service order,  
14 the hunting was left off, maintenance and repair, the  
15 same call handling center that does wholesale  
16 maintenance and repair would say, this is not a  
17 provisioning issue. That would go back to the  
18 business office for retail. Retail would issue an  
19 order using standard installation intervals and start  
20 the escalation expedite procedure to get that service  
21 in and working as quickly as possible.

22 MR. BELLINGER: And the process is the same?

23 MR. VIVEROS: Yes.

24 MS. POWERS: My question is the instances  
25 that Eschelon is experiencing where features are being

1 dropped, we believe that that directly relates to the  
2 retyping of our order that was submitted through your  
3 interface. Is that same instance -- is a retail order  
4 at some way, shape, or form completely retyped as it  
5 goes into your system or does it go into your system  
6 once?

7 MR. VIVEROS: I think that's going to depend  
8 upon the way the customer communicates that order  
9 request. I would say most average typical consumer  
10 and smaller business customers call us, and so they're  
11 not submitting a document that gets transcribed. The  
12 service representative is doing that transcription  
13 from what the customer is telling them or what they're  
14 selling the customer in their head and filling out an  
15 order.

16 There are certainly opportunities for  
17 retyping where the customer submits the order through  
18 other vehicles. We have capabilities where customers  
19 submit order requests over the Web. Those don't  
20 automatically translate over. They drop out, and  
21 someone types an order based on that data.

22 MS. POWERS: But generally the customer's not  
23 picking a USOC code, they're picking a feature.

24 MR. VIVEROS: Correct, exactly.

25 MS. POWERS: So wouldn't it be fair to say

1 that generally in data entry errors, anytime you allow  
2 for double entry of the same data that there does  
3 appear to be higher incidence of these type of issues?

4 MR. VIVEROS: I think I would generally agree  
5 with that, yes.

6 MR. BELLINGER: Okay. Have you got any more  
7 on this?

8 MS. CLAUSON: Garth, this is Karen. Let me  
9 summarize, and then you see if we've missed some of  
10 the issues you wanted to cover.

11 We believe that the phases that are coming  
12 out for the PO-20, we do not have a date when they'll  
13 be available, and you don't get to our issues until  
14 the third phase because of the USOC issue. And I'm  
15 not totally familiar with how this works and I don't  
16 know where in the grand scheme of things that this  
17 fits, but when you're talking about USOCs and you're  
18 dealing with a CLEC, that's where the rubber meets the  
19 road in terms of a lot of problems. And if you ignore  
20 the USOCs, you are not addressing our problem.

21 And in Exhibit E-21, which is also Exhibit  
22 4-1, we raised in September of 2000 a number of issues  
23 relating to features, relating to problems that occur  
24 with features. They all come down to USOCs. And I  
25 have again raised them in Exhibit E-1 because we're

1 having those problems again. Features is a huge  
2 issue. It's something that affects us. And if you're  
3 not going to get down to the USOC level and you're not  
4 going to deal with these missed features, then you are  
5 going to miss a lot of our performance issues.

6           With respect to the interval that applies  
7 that we do -- Eschelon's position is that we believe  
8 our orders are handled somewhat differently. We do  
9 have the double order entry as Lynne has pointed out.

10           We also can point out that there is a  
11 different motivation between wholesale and retail to  
12 when you escalate it and when you get it done because  
13 when Chris sits there and says escalation should  
14 happen quickly, it should be very fast, that customer  
15 is down, Eschelon is here to tell you that's not our  
16 experience. The reason we are giving you examples of  
17 customers being out for days and for not having  
18 features for a period of days is that that is a  
19 problem that we think needs to be addressed. And it  
20 needs to be addressed in however you can fix the  
21 problem, which would include looking at what interval  
22 applies and making sure that it is the shortest one.  
23 We do want it to be fair with respect to resale. We  
24 want to make sure it actually is. And we need an  
25 interval that makes sense when we have an end-user

1 customer experiencing these problems.

2 Bonnie, with respect to the centers and  
3 whether it's captured in the measure, did your  
4 question get answered about the center?

5 MS. JOHNSON: Yes.

6 MS. CLAUSON: Thank you.

7 Garth, did you have any additional issues?

8 MS. JOHNSON: Karen, this is Bonnie Johnson.  
9 I apologize. I would like to ask one more time  
10 because I know that we got on the subject. In the  
11 PO-20, my question once again -- I'm going to try and  
12 clarify a little bit. I'm assuming that the PO-20,  
13 the data will be captured from maintenance and repair.  
14 Would I be correct in assuming that?

15 MR. VIVEROS: No. We are looking at  
16 completed service orders, but that would not be from a  
17 maintenance and repair standpoint. We would be  
18 looking at completed orders post provisioning and  
19 comparing those to the latest version of your LSR.

20 MS. JOHNSON: Okay. So the PO-20 -- I'm a  
21 little confused. I'd like to ask once again. What is  
22 the source of data for the PO-20 measure?

23 MR. VIVEROS: It is completed orders --

24 MS. JOHNSON: With a subsequent change order  
25 issued after it within a certain amount of time?

1           MR. VIVEROS: No. I think we're mixing  
2 measures here. PO-20 is our new service order  
3 accuracy measure. It's focused on looking at manually  
4 handled orders. There doesn't need to be any report  
5 of trouble or any subsequent order. For the interim,  
6 we will monthly take a sampling of every inward line  
7 movement order that completed that month and compare  
8 the fields between the LSR and the service order.

9           MS. JOHNSON: Thank you very much. That  
10 answers my question.

11           MS. CLAUSON: Is that -- when you say every  
12 order completed that month, that is the measure in  
13 which none of the fields cover USOCs; is that correct?

14           MR. VIVEROS: That is correct at this point  
15 in time.

16           MS. CLAUSON: And don't wait for a workshop.  
17 Eschelon will tell you right now, we feel that's a  
18 huge oversight and needs to be corrected.

19           MR. BELLINGER: So you have two issues:  
20 PO-20 and not included USOCs. And on the other  
21 measurement, restoral of a feature not being expedited  
22 to repair intervals is what I heard you say.

23           MS. CLAUSON: Yes, thank you.

24           MR. MORRISETTE: This is Garth Morrisette.  
25 That the measure should include -- it should be

1 capturing the percentage of orders that have errors  
2 and also the timeliness within which Qwest fixes those  
3 errors. So their ability to fix those errors. And  
4 that by definition means you have to have an interval.

5           The other thing -- I would just follow up on  
6 the question Bonnie just asked. PO-20 is based on  
7 Qwest's doing a statistical sampling. So if Eschelon  
8 is proactively looking at our orders and we find  
9 errors and submit -- well, we need a process to be  
10 able to correct those errors that plug right into the  
11 process Qwest has to correct the errors without having  
12 to go through the status quo, which is having to  
13 submit a service order and having a 72-hour interval  
14 to correct the problem.

15           MS. POWERS: Yes, and let me elaborate on  
16 that further because as a retail customer calls in and  
17 says, hey, my hunting isn't working on my main line,  
18 you do not require them to submit another order to you  
19 in order to get that fixed. In our case, you require  
20 that I expend additional resources within my  
21 provisioning group to resend what we already sent  
22 correctly and have that order worked again. So not  
23 only do we want timeliness of this handled, but we  
24 don't want to have to expend additional resources to  
25 submit an order that was already submitted correctly

1 and just happened to be typed incorrectly on Qwest's  
2 part.

3 MR. BELLINGER: Let me get a clarification.  
4 Do you ask for them to send another order or do you  
5 initiate the order?

6 MR. VIVEROS: That is not my understanding.  
7 If we're talking about a scenario where you have an  
8 LSR and the feature that was asked for is clearly on  
9 that LSR, it wasn't on the order that we've just --  
10 the internal order that we've just completed, the  
11 service center has the ability to initiate the  
12 subsequent order to add the feature and then get it  
13 expedited or escalated without an LSR from Eschelon or  
14 any CLEC.

15 MS. POWERS: Bonnie, is that the way it is  
16 working today?

17 MS. JOHNSON: Yes, that is the way it is  
18 working today, Lynne. It wasn't in the past, but yes,  
19 it is.

20 MS. CLAUSON: So that's a change in practice  
21 from what we experienced before, Bonnie?

22 MS. JOHNSON: Yes, Karen, that is correct.

23 MR. BELLINGER: I still don't hear -- I've  
24 heard two issues.

25 MS. POWERS: That is just two issues. That



1 is not an issue if the practice will continue.

2 MR. WILLIAMS: Wasn't the USOC issue  
3 addressed in terms of information we're providing from  
4 the calls to the centers? Because if the USOC is  
5 missing, if they call the center and we're capturing  
6 that and reporting that information. And that's the  
7 thing that will either become part of PO-20 or a  
8 version of OP-5, who knows, long-term PID. But either  
9 way, we're reporting it now, and we'll continue to  
10 provide that information. That's what Chris was  
11 talking about earlier when he said we were capturing  
12 from the call center database those calls that --  
13 maybe from the customer perspective they might think  
14 of it as a trouble call, but the solution is an order,  
15 not a trouble ticket. Not requiring the CLEC to do  
16 that.

17 MR. BELLINGER: It would be in your  
18 supplemental reporting.

19 MR. WILLIAMS: Right.

20 MR. BELLINGER: It is not being captured by  
21 PO-20.

22 MR. WILLIAMS: Correct. But PO-20 has never  
23 been claimed to be the whole way of addressing this  
24 category of issues.

25 MR. BELLINGER: Yes, but they feel like it's

1 an important thing that should be captured because  
2 it's a service-affecting feature.

3 MR. WILLIAMS: And we are. That's my point.

4 MR. BELLINGER: No, it's not in PO-20.

5 MR. WILLIAMS: Not in PO-20, but MR-5 isn't  
6 in MR-7.

7 MR. BELLINGER: But they want it in PO-20.

8 MR. WILLIAMS: So we're not talking about  
9 what but how it's captured, and they're two  
10 fundamentally different methods.

11 MR. BELLINGER: They think it ought to be  
12 captured in PO-20 the way you're currently computing  
13 PO-20.

14 MR. CRAIN: Should we move on to new issues.

15 MR. MORRISETTE: This is Garth Morrisette. I  
16 do have one more issue on the service order error, and  
17 that is whether we're charged a service order charge  
18 for orders that have to be corrected because of error.  
19 And if we're not, what process do you have in place to  
20 make sure that we're not charged the service order  
21 charge?

22 MR. CRAIN: We'll get back to you after a  
23 break on this one.

24 MS. BLISS: Are you seeing charges like this?  
25 That's what I'd like to clarify.

1           MS. CLAUSON: We'll give you that -- bill  
2 verification got a whole section on that. Garth, do  
3 you know the answer to that question?

4           I don't know if you could hear. Susie Bliss  
5 asked the question, do you know whether you are seeing  
6 those charges at this time?

7           MR. MORRISETTE: We don't know. We can't  
8 tell from the billmate file.

9           MR. BELLINGER: It would seem -- you all need  
10 to check it, but if you don't issue the order and  
11 Chris does, you wouldn't get a charge.

12          MR. CRAIN: We'll get back to you after the  
13 break.

14          MS. CLAUSON: That's a take-back for after  
15 the break, Garth.

16          The other issue that I just wanted to add to  
17 the ones that you had listed is we feel it's not --  
18 important not only for it to be in the PID but also in  
19 the PAP. This is an issue that's affecting our  
20 end-user customers. We would prefer that the issue be  
21 resolved and everybody has great performance. We do  
22 not think that -- Qwest can afford to pay us penalties  
23 longer than we can afford to experience the problem.  
24 If we're put out of business by these problems, if our  
25 reputation is ruined, it's not going to matter that

1 some amount of penalties were paid to us. In the end,  
2 the resolution has to be to correct the problem. In  
3 the meantime, penalties is what we've got to work  
4 with, and we think that if this is described as some  
5 sort of voluntary measure and there's nothing  
6 associated with it, it's not going to be implemented  
7 adequately we don't believe.

8 MR. BELLINGER: Well, provision of PAP plan  
9 is that it will be reviewed every six months and  
10 issues identified can be added. So you have six  
11 months before it could be --

12 MS. CLAUSON: Six months after these multiple  
13 phases we already described; is that correct?

14 MR. BELLINGER: Well, maybe.

15 MR. CRAIN: No. The first six-month review is  
16 when it can be discussed.

17 MS. POWERS: What did you say, Andy?

18 MR. CRAIN: It would be discussed in the  
19 first six-month review, and it would be six months  
20 after we get 271.

21 MS. CLAUSON: Eschelon believes that allowing  
22 Qwest into long distance before this kind of measure  
23 is fully in place and associated with a PID is  
24 premature.

25 MR. BELLINGER: Okay.

1 MS. CLAUSON: I'm sorry, I said the PID. I  
2 meant PAP.

3 MS. POWERS: Just as a brief point, as an  
4 executive of a small CLEC, six months is an eternity.  
5 We may not be around in six months or a year, frankly,  
6 as you keep seeing as CLECs fall off.

7 MR. BELLINGER: Okay.

8 MR. CONNOLLY: Just a couple of notes. And I  
9 wanted to lead off with a question to Chris first, if  
10 I could.

11 When an error is found in the PO-20  
12 processing, what work center in Qwest issues the  
13 corrective order to make the CLEC's service as right  
14 as it's supposed to be?

15 MR. VIVEROS: The team that is looking at the  
16 sample of orders would not write those orders. They  
17 would redirect that to the appropriate center to  
18 write. There isn't a dedicated group that would do  
19 that. So if they found an error on an unbundled loop  
20 order, it would go back to the Arizona or Cheyenne  
21 service centers where loop orders are handled and the  
22 reps are trained on loop orders.

23 I would like to add to that, the predominant  
24 error that we found looking at June result was a  
25 typographical error in the purchase order number. We

1 are looking at completed orders. There is no way --  
2 there is no correcting order to issue in that  
3 scenario.

4 MR. CONNOLLY: And that also -- is that  
5 because there's no need for correcting orders because  
6 the PON, the purchase order number, is not kept in  
7 your system, isn't validated by your system, is not a  
8 reason for order reject. It's not data that's  
9 important at all to Qwest.

10 MR. VIVEROS: Certainly on an ongoing basis,  
11 that statement is true, much like our interval service  
12 order number is not retained. Those are reused on a  
13 cycling basis. They have a life cycle from request  
14 submission through completion and posting the billing,  
15 and then they become historical data. They're not  
16 germane to the line itself or the service itself on a  
17 going-forward basis.

18 MR. CONNOLLY: When you get a CLEC LSR, you  
19 don't edit the PON, you don't look at it at all in  
20 your processing, in your service order processing; is  
21 that correct?

22 MR. VIVEROS: The only editing of PON that I  
23 can think of would be to ensure uniqueness so that I  
24 don't have two LSRs with the same PON and the same  
25 version at once trying to do two different things.

1 Absent duplicate PON, no, the purchase order number is  
2 the CLEC's order number, and we take that without  
3 manipulation, at least in most cases without  
4 manipulation, and we place it on the service order so  
5 that there is a linkage between those internal service  
6 orders and the CLEC request. That PON does also post  
7 to the CLEC's bill. But at the point in time that the  
8 PO-20 work is being done, we are talking about  
9 completed orders. So there is no opportunity to go in  
10 and correct the purchase order number on the service  
11 order. And so the points where it does serve as a  
12 cross reference have already passed or can't be  
13 changed.

14 MR. CONNOLLY: But if the error were in  
15 address or name, which are a couple of the other  
16 fields that are being validated in PO-20, these  
17 various Qwest work centers are accountable for issuing  
18 the orders to correct your records; is that right?

19 MR. VIVEROS: And I look to my colleagues to  
20 reaffirm that. Certainly if we found out that the  
21 listed name on the service order didn't match the  
22 listed name on the directory listings form, then we  
23 would need to write a subsequent order to correct  
24 that, and I would expect the originating center to do  
25 that. It would be handed off from the QA team back to

1 whether it's Cheyenne or Des Moines or Denver,  
2 wherever the order originated, to correct that order.

3 MR. CONNOLLY: What's the notice to the CLEC  
4 that this problem's been found on this particular  
5 order and corrections are being made?

6 MR. VIVEROS: My recollection was that we  
7 discussed this during the disorderly order discussions  
8 in the ROC third party test and that scenarios like  
9 this where Qwest discovered after completion it needed  
10 to make a correction, the centers were actually  
11 issuing post completion FOCs that were eliminated as a  
12 result of the discussions we had in CMP around out of  
13 sequence events and that the communications are now  
14 done by e-mail or voicemail or telephone.

15 MR. CONNOLLY: So when the notice comes by  
16 e-mail, the CLEC would know -- let's take a case where  
17 the street address name is what's been found to be  
18 incorrect. The CLEC would know that its records,  
19 which it perhaps billed from the CSR, would be wrong  
20 and they would see this knowing that they would have  
21 to make a corresponding correction in their system?

22 MR. VIVEROS: I'm having a little bit of  
23 difficulty in the particular scenario you painted  
24 because if the CLEC gave me the address that was --  
25 let me back up. From a PO-20 perspective, I'm looking



1 at the service order and the information on the  
2 service order, and I'm saying, is this information  
3 right based on the information or the data that I got  
4 from the CLEC via the LSR. So in order for there to  
5 be an error to correct, that would mean that the  
6 listed address from the LSR, it wasn't reflected on  
7 the completed service order. So although I might --

8 MR. BELLINGER: I don't believe you could  
9 complete it. An incorrect address, how are you going  
10 to complete the service order? It seems like you  
11 would have to correct it before you actually saw it.

12 MR. VIVEROS: The listed address doesn't need  
13 to match the service address. So when we're talking  
14 about address, we're talking about the listing section  
15 of the service order. And is the --

16 MR. BELLINGER: Let's assume they're the  
17 same.

18 MR. VIVEROS: Given the fact that -- where  
19 they're the same, I wouldn't expect there to be the  
20 type of address discrepancy that Tim was describing  
21 because, to your point, we would have a conflict in  
22 provisioning. But where for whatever the reason the  
23 street name was misspelled, it fell out for manual  
24 handling and they got the service in, letters were  
25 transposed, and there was a need to correct it, the

1 correction would be to the internal Qwest records. It  
2 wouldn't be to the CLEC's record because, given the  
3 context, the CLEC LSR is what we're saying is right.

4 MR. CONNOLLY: Let me just take it step by  
5 step. We submit the LSR. It's manually processed.  
6 Somebody changes the street name on the service order.  
7 That service order updates your databases and  
8 repopulates the CSR. The CLEC then retrieves the CSR  
9 post order completion and uses that to bill its  
10 customer address. Wouldn't it have the wrong address?

11 MR. VIVEROS: In that scenario, yes.

12 MR. CONNOLLY: So --

13 MR. BELLINGER: Tim, you're making valid  
14 points?

15 MR. CONNOLLY: I'm just trying to understand  
16 how errors in PO-20 get corrected.

17 MR. BELLINGER: I understand where you're  
18 going or what you're trying to find out. I'm just not  
19 sure that's an issue we want to discuss.

20 MS. CLAUSON: Lynne asked me this question.  
21 How are they going to track it? How are they going to  
22 find it?

23 MR. BELLINGER: Could you take a take-back  
24 and just --

25 MR. VIVEROS: Not at this point, no.

1           MR. CRAIN: I thought we answered the  
2 question, which is how we notify them, which was by  
3 e-mail or phone.

4           MR. CONNOLLY: We submitted our comments on  
5 PO-20 on the 27th of June. We've never had a TAG  
6 meeting, we've never had any follow-up discussions on  
7 PO-20.

8           MR. BELLINGER: And I think that needs to  
9 take place. I'm just not sure that this is the forum  
10 to do it in. I'm not saying it shouldn't be done.

11          MR. WOLTERS: So are you committing to  
12 another workshop to discuss PO-20?

13          MR. BELLINGER: We haven't been doing PIDs in  
14 workshop.

15          MR. WOLTERS: I think in the context -- we've  
16 been talking about an OP-5 adjunct for three hours.

17          MR. CRAIN: But the answer to the question is  
18 it's done by phone or e-mail.

19          MS. POWERS: And the bottom line might be  
20 from our perspective that might not be a very workable  
21 solution.

22          MR. CRAIN: It's the solution we worked out  
23 in change management.

24          MR. WOLTERS: Tim's only been asking  
25 questions for about five minutes, and we've been

1 here -- it's ten to 3, and we're getting interrupted.  
2 Let's see where this goes. He might take 10 or 15  
3 minutes, but we're asking -- all this time asking  
4 where he's going rather than just letting him ask his  
5 question.

6 MR. BELLINGER: I understand, but this is for  
7 Eschelon. And if they want to hear this discussion --

8 MR. WOLTERS: I made it clear to Maureen that  
9 if things came up because of their discussions and we  
10 had questions, we were going to ask those questions.

11 MR. BELLINGER: This will be taking away from  
12 the time that I'd like it spend on Eschelon's issues,  
13 but if you can make it quick, hurry up.

14 MS. CLAUSON: I'm not suggesting we spend a  
15 lot of time on it, but it would be valuable for Bonnie  
16 Johnson and Garth Morrisette to hear this. And I want  
17 to get through all of our issues. But if we could  
18 just hear it and go on, they'll know what this is.  
19 Because we have concerns with A, this hasn't been  
20 captured. And although you say you're going to do it  
21 forward, will it really help our problem. But I'm not  
22 suggesting you take forever. Just let us hear that.

23 MR. CONNOLLY: What I was trying to get to  
24 was the follow-up mechanisms that are around errors  
25 detected in PO-20 and where does the accountability

1 lie within Qwest to make sure that those corrective  
2 orders get placed and that the CLEC gets accurate  
3 notice of that corrective activity.

4 MR. VIVEROS: In the most straightforward  
5 way, it is the service order center that wrote the  
6 original order in the first place. The quality  
7 assurance team would hand that order back to the  
8 center. The center would go, I misspelled street.  
9 Write a correcting order. Use e-mail or voicemail or  
10 a live telephone conversation to communicate that to  
11 the CLEC. That correcting order would also appear on  
12 the completion report. Should appear on the  
13 completion report because the account is to CLEC. So  
14 it would be there. Getting my completion and my loss  
15 report confused.

16 MR. CONNOLLY: For the inactivity order,  
17 which is what PO-20 is, just inactivity, right?

18 MR. VIVEROS: It's inward movement.

19 MR. CONNOLLY: If there was a discrepancy in  
20 the address from the order typist in your work center,  
21 would that order complete? Would it reject?

22 MR. VIVEROS: To Hagood's point, if you're  
23 literally talking about a bad address, then no.  
24 That's going to fall out during provisioning, and the  
25 correction is going to occur then.

1           MR. CONNOLLY: So why would that be a field  
2 that you use in PO-20 to say everything's fine?

3           MR. VIVEROS: We don't use service address.  
4 We use listed address and listed name from a directory  
5 standpoint.

6           MR. CONNOLLY: I'm reading the PID. Service  
7 address number, service address direction, service  
8 address street name. Those are three of the 14 fields  
9 that are in PO-20.

10          MR. VIVEROS: That are part of the listed  
11 name and address. And it may not be clear in the  
12 draft PID that's out there, but when you dig into the  
13 LSOG rules, our focus was on listed name and address.  
14 We're looking at the listed name information from the  
15 directory listing form. We're looking at the address  
16 from the directory listing form. The address in the  
17 directory listing form, unfortunately, is only  
18 populated when in fact it's different from the service  
19 address. So we do actually use the service address  
20 fields to get to the listed address. But the focus  
21 from a PO-20 standpoint is listed name and address.

22          MR. CONNOLLY: I want to go to this adjunct  
23 reporting on OP-5. I don't know if this is Mike's or  
24 yours. But I looked at the ex parte that the FCC  
25 filed on July the 10th where we saw the explanation

1 for what the study was and how you calculated the  
2 results that said there's a .63 percent overall error  
3 rate in the way you've diagnosed and analyzed these  
4 incidents of calls into your work center that identify  
5 service order LSR mismatch.

6           And it appears from your ex parte that you  
7 are calculating this based on all orders completed  
8 that are consistent with the definition for OP-5 order  
9 completions for this five-day -- four workday period.  
10 That's the denominator; is that right?

11           MR. WILLIAMS: Yeah. It's a denominator  
12 equivalent to OP-5's denominator in terms of what  
13 would be included and what wouldn't be.

14           MR. CONNOLLY: So that's got all of the  
15 electronically submitted flow-through electronically  
16 completed orders that no hands have ever touched?  
17 Those are in the denominator?

18           MR. WILLIAMS: Just as OP-5 does both, that  
19 one does not focus just on manual, that's true.

20           MR. CONNOLLY: So we would suggest that the  
21 more appropriate calculation be the percentage of  
22 these detected -- customer reported error conditions  
23 in LSRs and the denominator should be the manually  
24 prepared orders in order to have a meaningful  
25 statistic. This .63 percent is drastically

1 understated because the denominator includes all sorts  
2 of orders, thousands of orders that no one's ever  
3 touched in Qwest.

4           We also think that the characterization of  
5 the denominator as being consistent with OP-5 is a  
6 little misleading, the reason being that for OP-5,  
7 that's for orders which are new installations free of  
8 trouble reports within 30 days of installation. So  
9 just using a five-calendar-day study period isn't the  
10 same as the base of data that you would use or the  
11 interval within which you would experience these  
12 problems in order to have this be reasonably  
13 characterized as consistent with OP-5's volume of  
14 completed orders.

15           MR. WILLIAMS: Could I respond just quickly  
16 to that point. Just incrementally day by day, that  
17 particular method of measurement could do something  
18 that generally OP-5 cannot do. It can incrementally  
19 build you toward a 30-day period, and it has for each  
20 day how many orders that day, how many calls that day.  
21 By definition, any call that day or within a few days  
22 is going to be a close approximation. And then as the  
23 month trues up, it will get closer and closer.

24           MR. CONNOLLY: Right. And that's what we're  
25 suggesting, is that when you look at this on a broader



1 perspective, we don't think that you'll see the .63.

2 It's going to change into something else.

3 MR. CRAIN: And it is. It's changing lower.

4 MR. CONNOLLY: If you calculated it just on  
5 the basis of manually submitted orders, I think the  
6 jury needs to look at that based on a recalculation of  
7 that formula because I would agree that if you keep  
8 the denominator on the basis of all orders that .63 is  
9 going to go nowhere but down.

10 MR. VIVEROS: Tim, are you suggesting that  
11 OP-5 should be revised as well?

12 MR. CONNOLLY: What I'm suggesting is that if  
13 you're going to look at the incidence rate of LSR  
14 service order mismatches, you ought to look at them on  
15 the basis of those types of orders where there's an  
16 opportunity for the LSR and the service order to  
17 mismatch, which is just manual orders.

18 MR. CRAIN: This is something I think we're  
19 going to have to get into a fairly long discussion  
20 about in places like Long-Term PID Administration  
21 because if you're talking about putting something like  
22 this in the PAP, then Qwest should be getting some  
23 credit for increasing its flow-through rates over  
24 time, and continuing to ding Qwest for a smaller and  
25 smaller group of orders isn't necessarily appropriate.

1 So this is the kind of discussion we're going to need  
2 to get into in Long-Term PID Administration.

3 MR. CONNOLLY: And just one last point on --  
4 when Chris was explaining what the retail analogous  
5 order issuance procedures are, there's something that  
6 didn't ring true to my recollection when an end-user  
7 calls in and places a retail order with Qwest or with  
8 another carrier. One of the things that in my  
9 experience is that the service rep who's taking the  
10 order would typically read back in English language to  
11 the end-user, these are the things that you ordered,  
12 Mr. Viveros, call waiting service; isn't that right?  
13 And call forwarding; isn't that right? So that the  
14 interaction with the customer would tend to increase  
15 the accuracy and the completeness of that retail  
16 order. And, therefore, probably not having the  
17 occurrence or frequency of occurrence of feature  
18 fall-off or USOC drops as occurs with the CLEC orders.

19 So that's all.

20 MR. BELLINGER: Okay. I had one -- did you  
21 have something else?

22 MS. POWERS: I just wanted to say that we do  
23 appreciate AT&T giving these comments because one of  
24 the things that you've asked us for is pointing things  
25 that the Commission can do to help. We are not

1 familiar with the PIDs or the PAP as we did not  
2 participate in those, so I can't tell you -- I don't  
3 have that expertise that Tim does, and we appreciate  
4 that.

5 MR. BELLINGER: Okay. We have a forum we  
6 discuss these in, and I was trying to get us to  
7 discuss it there because it needs to be discussed  
8 there.

9 Mike, you made a comment earlier about that  
10 Qwest did not believe manual service order handling  
11 was a problem. Did I hear that?

12 MR. WILLIAMS: We acknowledge the existence  
13 of manual service order error, but we have not  
14 acknowledged that the level of that is beyond a level  
15 that's reasonable. And that we believe that both  
16 tests have found that, too, in terms of what they saw  
17 after looking at thousands of orders. And so --

18 MR. BELLINGER: The KPMG special report  
19 indicated that manual reporting was not a problem?

20 MR. WILLIAMS: They noted that this was an  
21 area that wasn't captured by the PIDs, as we've been  
22 talking about this morning. This particular nuance is  
23 not something that's been captured and suggested in  
24 their PID accuracy report, that this among others  
25 ought to be looked at and we agreed that it ought to

1 be looked at in terms of proving our case, what the  
2 levels are and where they're going, up or down. And  
3 that's what we're doing, and we believe that that will  
4 sustain what the tests have found, that that's not a  
5 serious problem.

6 MR. BELLINGER: I'm not sure that that was  
7 found in Arizona.

8 MR. WILLIAMS: Where we failed on that basis.

9 MR. BELLINGER: No, you didn't fail on that  
10 basis.

11 Any other comments on this? We need to take  
12 a break.

13 MS. CLAUSON: Could we ask a quick question  
14 on the PON. When Chris said that if there's a typo in  
15 the PON, is Qwest going back and correcting that or  
16 not?

17 MR. VIVEROS: There is no opportunity to go  
18 back and correct them. Once the order's been  
19 completed, I can't manipulate that completed order.  
20 That's the only place the PON is.

21 MS. CLAUSON: We have had experience in our  
22 report card where Qwest could not find the order. And  
23 perhaps that's one reason. They tell us they cannot  
24 find the PON. So if there's a mistake they haven't  
25 corrected, the reason is that wasn't corrected. And

1 we don't know whether that also affects some of our  
2 billing accuracy issues where we don't feel the bills  
3 are lining up. And I think the PON issue is relevant  
4 to both of those.

5 MS. DUBUQUE: Didn't it -- commencing with  
6 10.1, we have the mechanical verification of that.

7 MR. VIVEROS: It will point out before the  
8 FOC is issued that that discrepancy exists and then  
9 the SDC will go back and fix the PON. When they're in  
10 IMA doing their little FOC, with 10.1, the  
11 enhancement, it goes out to the service order  
12 processor, retrieves every active service order that's  
13 got that PON on it.

14 So if your order required the service  
15 delivery coordinator to write two orders, they're now  
16 turning around in IMA, pulling up your PON to issue  
17 the FOC. With 10.1, both those service orders -- both  
18 those service order numbers with the due date that's  
19 been typed on the service order in the SOP would  
20 appear. If only one appeared because they made a  
21 typographical error on the second one with respect to  
22 the PON, that would be the trigger for the SDC to say,  
23 something is wrong here, turn around and go back into  
24 the service order processor to see what was wrong with  
25 the order they just wrote.

1 MS. POWERS: What if there was none, if there  
2 was one PON for that one order?

3 MR. VIVEROS: Then that one service order  
4 would come up. And it's that mismatch that gives them  
5 that early trigger that there is a problem, and they  
6 would go back and fix the service order via  
7 supplement. It would come up and the service order  
8 would have the right purchase order number on it and  
9 you would see the linkages as well as the right  
10 posting on your bill.

11 MS. POWERS: Would Qwest consider in its  
12 billing measurement the fact that it had PON errors as  
13 part of their billing accuracy?

14 MR. BELLINGER: Aren't we on another subject  
15 here?

16 MS. CLAUSON: We can take a break.

17 MS. POWERS: You can answer that later.

18 MR. BELLINGER: A 15-minute break.

19 (Recess taken.)

20 MR. BELLINGER: Okay, Karen.

21 MS. CLAUSON: Ellen, are you on the line?

22 MS. BALVIN: Excuse me, Karen, this is Liz  
23 Balvin from WorldCom. I apologize, I just wanted to  
24 make one comment on the PO-20 PID. Are you finished  
25 discussing that?

1 MS. CLAUSON: Go ahead.

2 MS. BALVIN: If I could, Hagood, just for the  
3 record, I just found out that WorldCom also submitted  
4 a number of questions regarding this PID at the end of  
5 June. And I just wanted to say that I think it's fair  
6 to say at this point that the PID is still in the  
7 development phases and we are trying to iron out a  
8 number of the issues, and I'm glad that Eschelon  
9 brought forth their issues today.

10 MR. BELLINGER: No, PO-20 is not a finished  
11 product.

12 (Discussion off the record.)

13 MS. CLAUSON: Karen Clauson from Eschelon.  
14 What we'd like to do at this time is have Lynne Powers  
15 give a presentation, walk through Exhibits 5 through 8  
16 first, explain the report card, what it is, that these  
17 different exhibits are. In the process of that,  
18 you'll hear what some of our issues are.

19 Then she will go back to Exhibits 1 through 4  
20 and finish up on those issues. So walk you through  
21 them so you'll at least get to hear what they are and  
22 hear some of Eschelon's experience.

23 Lynne, I'll turn it over to you.

24 MS. POWERS: As Karen mentioned, I'm on Tab  
25 E-5 of the exhibits, which is the Qwest -- the

1 Eschelon report card to Qwest for the period April  
2 2002. There is a full book that is presented to Qwest  
3 with the detail, and they have received this, behind  
4 it which has order-by-order information, PON numbers,  
5 circuit IDs, et cetera.

6           Just a history regarding the report card.  
7 Eschelon internally met and discussed what ten items  
8 would be the most important to Eschelon in measuring  
9 Qwest's wholesale service quality. And if they did  
10 good on these ten items would generally hit on most of  
11 our key issues.

12           And as you know, there aren't ten on here.  
13 There's only nine. There's one that was removed, and  
14 that regarded billing accuracy. Qwest objected to  
15 having billing accuracy on the report card due to the  
16 fact that we had UNE-E, our experience is UNE-E, and I  
17 think this is very much in line with McLeod's  
18 experience, that that it was very much 100 percent  
19 incorrect. We were not receiving correct billing for  
20 UNE-E. So, therefore, that measurement was objected  
21 to by Qwest and excluded.

22           So we left with nine measurements, and we  
23 initially had our definitions of how we would  
24 determine those very much in line with the Minnesota  
25 wholesale service quality measurements and so forth.



1 Qwest wanted us to make these in line with the PIDs.

2 We did that.

3           Some of those we would say do not reflect our  
4 experience. For instance, held orders. By making  
5 that in line with the PIDs, an issue with the PID is  
6 that it only has a denominator of the completed  
7 orders. Held orders today within Qwest's policies do  
8 result in sometimes orders getting canceled, and we  
9 have a number of those that do happen. After it's  
10 been held for so long, Qwest cancels it. If an order  
11 never completes, it never has an opportunity to appear  
12 in the PID.

13           As you'll see on the first column, and I'll  
14 just walk you through the report card, there's a  
15 metric ID. And the ID E-1 correlates with the PID  
16 PO-9, and that's timely jeopardy notices. If you'll  
17 note, there are two of them that do not have a  
18 corresponding PID. The first one is E-2, timeliness  
19 of coordinated cutovers.

20           Qwest has the PID measure in the regards to  
21 that is for up to 16 lines, it has an hour to complete  
22 the coordinated cutover. Our experience, our business  
23 is our average customer is four and a half lines. To  
24 have that take a full hour is not acceptable for our  
25 customers. So we had a measurement of a lift and lay

1 interval of an average of five minutes. That  
2 measurement was not picked out of the air. That was  
3 derived upon in our discussions with individuals at  
4 Qwest, namely, Jerry Shypulski, who's no longer with  
5 Qwest, that we came up with that measurement.

6           The last one on here, E-9, major network  
7 outages, also there's no corresponding PID  
8 measurement. And we defined that as Qwest-caused  
9 outage event impacting 25 or more lines with a common  
10 cause where Qwest is responsible for the outage.

11           These are naturally tandem outages. Qwest  
12 may contend that those affect both wholesale and  
13 retail so kind of what's your issue. The reality is  
14 tandem outages disparately affect CLEC customers,  
15 especially small CLECs like ourselves, who do not have  
16 the capacity to have direct connection with LD  
17 providers, for instance, to us. So the tandem outages  
18 have been significant. And by our engineering folks'  
19 estimation just not acceptable and far greater than  
20 they've ever seen in their careers.

21           So in walking through the measurements, the  
22 first column indicates the metric ID. The second  
23 column is the description of, say, timely jeopardy  
24 notices. You'll also see below from the products that  
25 we're measuring.

1           You'll see that under new service quality,  
2 for instance, we have UNE-P and UNE-E together. We do  
3 have that broken out in May. That is the point at  
4 which we really had a full move ordering UNE-P  
5 predominantly for new orders. April was about the  
6 time we were starting to order UNE-P. So we have a  
7 relatively limited experience with ordering UNE-P.  
8 Most of the report cards reflect the UNE-E if you  
9 reflect back through the period we've been getting a  
10 report card.

11           Then there is the description and the  
12 purpose, and that generally does mirror where the PID  
13 is.

14           The standard, which is the fourth column, the  
15 Eschelon standard is 90 percent or 95 percent or --  
16 you know, as you can see, 15 days for delayed days.  
17 We do not have a parity standard. We are in the  
18 business of trying to stay in business. In order to  
19 stay in business, we need to have a wholesale service  
20 quality that allows us to do so. We discussed this  
21 with Qwest and told them that we need to have that  
22 service level be at a level where we can live with.  
23 Allowing them to have 10 percent non-compliance is I  
24 think well within a range where they have some error  
25 in there.

1           And then you see the performance. And the  
2 performance is indicated, say, for instance, timely  
3 jeopardy notices with 33.3 percent.

4           And then we conclude with either  
5 unsatisfactory or satisfactory ranking, which is the  
6 last column.

7           And I can walk through each of these, but I  
8 think, as you can see at the bottom of this, we have a  
9 definition of -- we have summary with five total  
10 satisfactory and ten unsatisfactory.

11           And then you'll see later, that is  
12 represented in our graphs of our total experience for  
13 the month.

14           Again, all of this data is backed up by  
15 order-by-order information. It is available to be  
16 split out by state. Qwest has been receiving this  
17 since January of 2001. I've not seen any data here to  
18 say that this is completely incorrect or the  
19 percentage is dramatically different than what we've  
20 stated. Yes, in some of our comparisons we've talked  
21 about little nits and gnats on individual orders, but  
22 nothing has come back to say that this is all  
23 incorrect.

24           Again, I think we are capturing a full  
25 experience, which includes some of the manual issues

1 and the feature issues that are not captured in the  
2 PIDs.

3 MS. CLAUSON: Just to save time, I'll add  
4 these points, and then you can verify whether they're  
5 correct or not.

6 Just to elaborate on some of the things that  
7 this report card represents and that we talked about,  
8 with respect to the parity standard, Eschelon is not  
9 by putting a different standard in this column arguing  
10 for something other than parity with respect to  
11 penalties. With respect to discussions for root cause  
12 and trying to make real to Qwest what our end-user  
13 customer's experience is, Eschelon used a standard  
14 that you could compare month to month to month that  
15 lay people who are not witnesses who haven't been  
16 through a PID period can identify and understand. So  
17 this column is not suggesting that a PAP would be  
18 associated with that standard if it's not the retail  
19 standard. What it has done from January 2001 until  
20 now is give us a basis in discussions to talk about  
21 where -- how is this performance, is it improving or  
22 not.

23 We have done some spot checking and certainly  
24 Qwest can come forward if their analysis shows  
25 anything different. And despite the fact we've used

1 concrete standards rather than parity, generally if  
2 it's a miss under the Eschelon report card, it's a  
3 miss under the PIDs. And if it's a meet it's a meet.  
4 But the results are often the same, but this has  
5 facilitated discussions. It is also a mechanism to  
6 try to convey to Qwest our CLEC end-user experience,  
7 which is why the standard is related to the ranking  
8 and the ranking translates into an unsatisfactory or  
9 satisfactory.

10           If we are -- our end-user has a negative  
11 experience, this then relates to churn, it relates to  
12 whether they want to switch. And we've tried to  
13 graphically show that to show what the experience is.

14           We have tried to make this relate to the  
15 impact of our user and to assist with finding out what  
16 the problem is and going forward.

17           With respect to E-2, the timeliness of  
18 coordinated cutovers, not only did Mr. Shypulski lend  
19 his experience to say the five minutes was a  
20 reasonable measure, but if you look at the 60 minutes  
21 in the PID for if your average lines for your customer  
22 is 16, a customer who routinely has 16 lines go  
23 through, that is on average 3.75 minutes. Whereas, if  
24 you are an Eschelon customer, if you're a customer  
25 like us with an average of 4.5, that's over 13 minutes

1 per line. And that's the kind of thing where the PIDs  
2 really do not reflect our experience. And, again, if  
3 you're trying to have a conversation with someone, a  
4 customer with 16 or more lines average, the discussion  
5 just isn't relevant to what our experience is,  
6 particularly when they can do it in 3.75 minutes for a  
7 different kind of customer.

8 Do you have anything to add to that, Lynne?

9 MS. POWERS: No, I do not. I think that is  
10 fully correct.

11 Tab 6, E-6 --

12 MS. DUBUQUE: Before we go on, one comment.  
13 I thought we removed the E-10 billing on here back  
14 when we were having some discussion around collocation  
15 and charges and timeliness of charges. And that  
16 Eschelon -- in fact, I even think it was Rick, that he  
17 agreed that if we would straighten out those issues  
18 around collocations that we would remove this E-10  
19 billing. I do not recollect that it had anything to  
20 do with UNE-E at all.

21 MS. POWERS: That's not my recollection, and  
22 I guess I'm not sure -- if you had resolved the  
23 issues, why would we have taken the measure off. If  
24 it was an S, everything was resolved. I recall, and  
25 perhaps Garth Morrisette could elaborate, but the

1 issue to be specifically around the UNE-E billing.

2 MS. CLAUSON: This is Karen Clauson. Toni,  
3 if you think about that, what you just said is -- as I  
4 understand it is Qwest was asking us to remove the  
5 measure.

6 MS. DUBUQUE: No, no.

7 MS. CLAUSON: That we agreed --

8 MS. DUBUQUE: You volunteered to remove the  
9 measure because it was just another measure that you  
10 at the time didn't feel was that important.

11 MS. CLAUSON: We do have correspondence that  
12 I could certainly try to get faxed to me before  
13 tomorrow that confirms that -- discusses that we took  
14 off the billing accuracy measure because it was always  
15 going to show unsatisfactory, and Qwest did not want  
16 that to appear on the report card. And I can do that.

17 MS. DUBUQUE: I'm talking about the  
18 original -- you know, talking maybe June of 2001.

19 MS. CLAUSON: We're certainly -- Eschelon's  
20 certainly willing to say there's several reasons why  
21 this came off. But definitely one of them was that it  
22 was always going to show unsatisfactory until you  
23 get -- and by UNE, we're referring to what Qwest now  
24 calls UNE-Star. The E was for Eschelon. And it's  
25 UNE-M for McLeod, also known as UNE-Star. Certainly



1 if you want to go down this path, I can get those --

2 MS. DUBUQUE: I just wanted to make the  
3 record straight that I believe the reason why we took  
4 E-10 off had nothing to do with UNE-Star/UNE-E  
5 billing.

6 MS. CLAUSON: That is not our understanding.  
7 We do believe that it was definitely a major factor.  
8 Collocation could have also been a contributor to the  
9 unsatisfactory.

10 MR. BELLINGER: Why don't we move past this  
11 point.

12 MS. POZEFSKY: Karen, I have one question.  
13 Just for the record, you picked April 2001. Is this  
14 month fairly representative? Is it high or is it  
15 unrepresentative?

16 MS. CLAUSON: It's April 2002. And it's the  
17 most recent one we had completed at the time we were  
18 putting this together. I don't know what stage May  
19 2002 is. But in terms of representative, if you go to  
20 Tab -- and Lynne will be getting to this -- Tab 8, it  
21 gives the performance each month in terms of total --  
22 it gives all the last two columns. So you can see  
23 that. If you look at the graph in E-7, you'll see our  
24 experience. And, in fact, there's sort of a downward  
25 trend in the most recent months on that graph.

1 MS. POZEFSKY: Thank you.

2 MS. POWERS: Moving on to E-6. Basically,  
3 E-6 is a definition of each of these measurements.  
4 And as you see, they do mirror the PID for the most  
5 part, and you'll see that exact wording as in the  
6 PIDs. And so that's just basically in there for  
7 reference. I'm sure most of you are familiar with  
8 those definitions.

9 MS. CLAUSON: And we've spent most of the day  
10 on the one definition, E-3, that we are including in  
11 there some errors or trouble tickets that Qwest would  
12 not include because they've associated them with  
13 orders. But because it affects our end-user customer,  
14 it results in experience that would need to be  
15 corrected. Our end-user customers view that as a  
16 trouble to their line. They call it in, and they want  
17 it fixed. And if you don't capture that, then you are  
18 not capturing our experience.

19 MS. POWERS: Correct. E-7. And we've  
20 referenced this already. The graphical representation  
21 of the report card summary of how many satisfies as a  
22 percent of the total Qwest did get on each of those  
23 months. And it's graphically represented. And we  
24 chose a bold mark on the graph as being 60 percent.  
25 And have shown that it only approached higher than

1 that twice during the period of January 2001 through  
2 April 2002.

3 Karen, do you want to add anything?

4 E-8 is basically the additional information  
5 behind and basically showing the measurements and  
6 performance for each of the measurements for the  
7 period of January 1 through April 2002.

8 And with that, I would conclude the  
9 discussion on the report card and move back to  
10 finishing the original discussion on our experience on  
11 UNE-P.

12 MS. CLAUSON: What we had planned to do with  
13 the report card was to go through each measure and say  
14 what the impact is to us when there's an  
15 unsatisfactory, for example, on timely jeopardy  
16 notices. Maybe you all know that impact. It's very  
17 impacting to our business.

18 I'll also note with respect to timely  
19 jeopardy notices, I just remembered that we didn't  
20 make this point -- is that that is something that's  
21 hard for us to measure. And we believe that Qwest  
22 does better in terms of our performance than their  
23 own. For example, for E-1 for Arizona, Qwest had  
24 shown a zero performance rating in this month where  
25 they had issued jeopardy notices but had not had a

1 single one be timely; whereas, we showed one in three  
2 as being timely and a third of their performance. So  
3 instead of a zero, they got 33.3. And when we have  
4 issues like that, we try to err in being conservative  
5 when we capture the data. And that would be an  
6 example of that.

7           We can go through, unless you don't feel it's  
8 useful, and give examples of what happens to our  
9 customers when each of these measures is missed. Do  
10 you want to do that, save it for later, or not do  
11 that?

12           MR. BELLINGER: I would suggest you save it  
13 for later. I think the people here understand.

14           MS. CLAUSON: Understand this? Okay.

15           Then we'll save that for later and we'll go  
16 back to E-1, where we went through the  
17 customer-affecting UNE-P problems, which was pages 1  
18 and 2 of E-1. And we'll just describe each of these  
19 issues briefly.

20           Again, E-1 is the issues we had raised in  
21 September of 2000 that we're still experiencing. And  
22 Lynne will briefly describe them. And after that, we  
23 can move on to the FCC comments, issues raised there.

24           MS. POWERS: So point two on the E-1  
25 document, which is where we left off earlier, is the

1 feature availability issues with UNE-P. Specifically,  
2 Qwest denies access to remote access forwarding for  
3 UNE-P. And they do that even though it is a switch  
4 feature. And if you see the Exhibit 2, there is some  
5 documentation from Nortel regarding call forwarding or  
6 remote call forwarding and a description of this and  
7 the fact that it is a normal switch feature.

8           Then also you'll see in No. A or letter A  
9 remote call access forwarding, there's a description  
10 and an excerpt from transcript in which Karen Stewart  
11 responded to a question by Michael Beach regarding  
12 this specific issue. And specifically, she states --  
13 and I don't know if you want me to read the testimony,  
14 but basically, she is stating that the CLEC would not  
15 be denied this feature and it would not be an issue.  
16 And essentially, it is an issue for us.

17           MS. CLAUSON: Ms. Stewart does not refer  
18 specifically to this. She uses the example of call  
19 forwarding. And even -- as you can read on page 3 of  
20 E-1, even if call forwarding -- if Qwest decided to  
21 take that feature completely and use it an AIN  
22 platform, "you still get all of that feature  
23 functionality that that switch is capable of."

24           We have been asking for remote access  
25 forwarding and telling Qwest that it's a switch

1 feature since 2000. We still do not get this. Lynne  
2 can talk about the demand for it. Our customers want  
3 this. We do not get it with UNE-P despite that  
4 promise in 2000. And we have produced again the  
5 documentation showing that it is a switch feature. So  
6 this is an issue for us that affects the amount of  
7 orders that we can move to UNE-P.

8 MS. POWERS: Just to state, though, that in  
9 our UNE-P migration, there's a significant amount as  
10 well as in our new acquisition customers trying to put  
11 them on, 16 percent, I believe, is the number that we  
12 are not able to put on to UNE-P as a result of them  
13 wanting a feature like remote call forwarding --  
14 remote access forwarding. It is a pretty significant  
15 issue for us.

16 Regarding list of AIN features, which is page  
17 4, point B. The issue is in September of 2000, we had  
18 a great deal of difficulty getting sort of the  
19 definitive list of what features are available and  
20 what features are not available with UNE-P. We still  
21 find that to be a rather difficult process. It sounds  
22 very simple. We now have something on the Web site  
23 that says which features are not available, but it  
24 does not specifically also define which features are  
25 not available because they are categorized as an AIN

1 feature. So it says they're not available, but Qwest  
2 is not making a statement as to why they are not  
3 available.

4           And then we've also found and point C,  
5 consistency in this has been difficult in that we'll  
6 see indications of the list on the Web site showing  
7 features that are not available -- or that are  
8 available. But then in our working through Qwest and  
9 obtaining lists, we've found that they were not  
10 available.

11           So, again, it sounds like a simple issue, but  
12 it's amazing how difficult it is for us to  
13 determine -- and by saying that they're not available,  
14 then that precludes us from putting that customer who  
15 wants that feature on UNE-P and puts it back to  
16 finding another way to service that customer in namely  
17 UNE-E for us.

18           Karen, do you want to further elaborate on  
19 that?

20           MS. CLAUSON: Well, I think, and you can  
21 confirm whether this is the case, this sounds kind of  
22 esoteric and does this go with it or not. But you  
23 have to plan a product before you can offer it, before  
24 you can put it out there to your customers. And if  
25 you don't have a clear, defined list of what's

1 available and you have to ask 20 times, do I get scan  
2 alert or not, you cannot A, to migrate customers to a  
3 product that is going to save your company money or to  
4 put a new customer on it at rates you're entitled to  
5 get is very difficult.

6           So this is not some nitpicky little issue.  
7 This affects your ability to plan the product. It  
8 affects your ability to tell our customers -- Eschelon  
9 sounds bad when it says to a customer, you know, I  
10 don't know if I can provide that or not. You have to  
11 know what you can get.

12           Now, there is a lot more documentation of  
13 features on the Web site than there was in the year  
14 2000 because there wasn't any then. But trying -- you  
15 know, you sure think that would clear things up. But  
16 now you've got to then compare what is there with what  
17 we're being told or given to Qwest or what we just  
18 have questions about because that features's on a base  
19 customer or someone comes and asked us about it. And  
20 tracking down these features -- and these just happen  
21 to be the ones we've asked about -- is a significant  
22 problem.

23           We're not underestimating that there's a lot  
24 more documentation available and we certainly do  
25 appreciate that. We raised it in 2000 because it was



1 important. But it doesn't mean that that issue is  
2 completely resolved because it isn't.

3 MS. POWERS: Okay. The next one is time  
4 consuming and cumbersome UNE-P ordering. The issue  
5 was raised in September 2000 with different wording.  
6 Essentially sort of this idea of conversion as-is,  
7 that sort of thing. Recently, it's been submitted as  
8 a change request by Z-Tel, and Eschelon is in  
9 agreement with this, that Qwest add the capability to  
10 conversion customers or add customers to service as  
11 specified without having to list and map changes of  
12 adds or removes. So essentially today if a customer  
13 has five features and you want to order with three  
14 features, rather than just saying, please give me this  
15 customer, this line with these three features, you're  
16 forced to say, please provide this line with these  
17 three features and do X with these two features. Take  
18 them off. It is an extra step that is being added for  
19 the CLEC to have to order, which is -- it's not  
20 obviously very productive and it's cumbersome for us.

21 MS. CLAUSON: And although we raised this  
22 issue in 2000, we see now that it is one of the issues  
23 raised in the DOJ recommendation. And some of the  
24 things that the DOJ pointed out are that it doubles  
25 the CLEC reliance on the CSR. That this issue may

1 increase the reject rate. For example, if the CSR is  
2 incorrect or the EDI isn't integrated adequately, and  
3 it may increase the level of manual processing. We do  
4 not have EDI yet, but other than that, that is our  
5 experience, correct?

6 MS. POWERS: Yes, that is correct.

7 Page 6, item No. 4. And this is inadequate  
8 support for resolving issues. Inadequate support and  
9 turnover of personnel without adequate transition of  
10 the information or duties remains to be a problem.  
11 And it was raised in September 2000 and continues to  
12 be an issue for Eschelon. Frankly, I'm always very  
13 hesitant to raise this issue. The difficult part is  
14 the folks that we work day in day out with, our  
15 service managers in Toni Dubuque's organization, I  
16 really know that their jobs are difficult. And part  
17 of that's what we try to point out. I don't want this  
18 to be -- it's difficult when these are the people we  
19 work with.

20 But we have to point out the fact that  
21 there's some systemic issues with Qwest in its  
22 resources that allows for service management. And  
23 basically, we've had Qwest account or service managers  
24 assigned to us over time there have been transitioned  
25 over. And basically, that's one of the issues is when

1 a new person takes over, there is very little done to  
2 bring that person up to speed, and we're basically  
3 reeducating that person about Eschelon's business and  
4 what Eschelon's issues are. We have seen some  
5 improvement, but it generally is still there. It's a  
6 difficult process.

7           We have another issue which we've raised  
8 multiple times, which is the fact that there's been an  
9 account manager role that has been now reassigned to  
10 being strictly sales. And we have questioned this.  
11 We don't really understand how that benefits us.  
12 Eschelon just would question the value of a sales  
13 function in a monopoly supplier environment. So,  
14 again, we look at there are resources that have been  
15 taken away from our day-to-day service issues. And is  
16 this really a problem? I think it is.

17           As we look to Exhibit E-4, and this is a --  
18 and, again, you're always hesitant to put these things  
19 on because I don't want to have an individual be  
20 reprimanded for something as it shows up here, but the  
21 reality is, our service management team is very  
22 overloaded. And, for instance, in trying to find out  
23 whether an individual in our team was to respond to  
24 us, and Bonnie, our ILEC relations manager, said, will  
25 you be responding to Lynne's question while our

1 regular service manager is on vacation or senior  
2 service manager is on vacation. The response was just  
3 no. That is not the type of customer service that I  
4 can provide to my customer. That's not the type of  
5 customer service that I think we can tolerate from a  
6 wholesale service perspective. Why that was the  
7 answer, it's to be speculated on. But it's very  
8 difficult for us when that's just a one-word no.

9           Moving on to Item No. 5, cutover issues on  
10 page 7. Qwest's performance with respect to  
11 timeliness of cutovers remains unsatisfactory. And  
12 we've already talked about that in the report card and  
13 where that level sits. We do see that Qwest put forth  
14 a tremendous effort and had basically improved on a  
15 great number of the issues. However, we are always  
16 worried about as Qwest gets closer to 271 approval the  
17 changes in those resources and the level of attention  
18 that we would get on our issues.

19           For instance, recently, the individuals who  
20 were responsible for putting that center in place,  
21 Dana Franking and Jim Mackey, were suddenly  
22 reassigned, and no communication to us about that.  
23 Those individuals were folks that we had bi-weekly  
24 conference calls with to go over our issues. And  
25 already, as we've seen that transition happen, those

1 folks have all suddenly not appeared for the  
2 conference calls and new folks were assigned, and  
3 those folks have suddenly forgotten about the  
4 conference calls, and we've reworked those several  
5 times.

6           And in those conference calls, we review the  
7 problematic cuts. There used to be volumes of these.  
8 Issues where there weren't enough central office  
9 resources in order to accomplish lift and lays for the  
10 day. The jumpers, the prework wasn't done. Those  
11 still happen. That's what's reviewed on those calls.  
12 We do get some traction out of that, but we don't know  
13 what the level of commitment will be on a going  
14 forward basis for that.

15           So we still have issues with cutovers.  
16 They're not perfect. And we're also concerned about  
17 the resources for that center and for that group to  
18 continue to support and dive into the root cause of  
19 these problems.

20           MS. CLAUSON: With respect to both of the  
21 last two issues that Lynne went over, the support for  
22 resolving issues and the support to continue the  
23 process that to date has helped performance improve on  
24 cutovers, this relates to some of the issues I've been  
25 discussing in terms of training and whether that's

1 adequate and whether it will be continued and how it  
2 is accounted for when there's turnover and if there's  
3 a smooth transition.

4           And I think an important thing to note is  
5 that our volumes aren't that high yet. And if you are  
6 you're looking at the kind of problems we're having  
7 now and if you look at the huge amount of manual  
8 processing that Qwest does, when you increase the  
9 volume, what are the protections in place so that  
10 these problems don't occur. And are they being  
11 measured.

12           And we don't believe they're being captured  
13 based on our experience, but our real concern is, for  
14 example, with cutovers, to date, the process we've  
15 used to try to keep those numbers down is to use the  
16 support mechanism where we go through all the issues  
17 bi-weekly. If that's not documented and not committed  
18 to, we don't know how when the volumes increase that  
19 will affect the performance.

20           For example, in April 2002, the detail that  
21 was provided to Qwest for E-3, OP-5, there were 86 new  
22 orders with trouble for UNE loops out of only 360. So  
23 when you increase the volumes, these problems -- and I  
24 just use loops as an example because I happened to  
25 look for the trouble reports. But whatever the issue

1 is, to the extent the process is manual, to the extent  
2 that we have to rely on that, the more volume you get,  
3 the worse that issue is likely to be. So fix it now  
4 and put the procedures in now to fix those things so  
5 that we don't have that issue recur as we have since  
6 2000.

7 MS. POWERS: So I think I've concluded with  
8 the discussion under Tab 1, and we've pointed to the  
9 exhibits that have been covered under there as well.

10 And that would, I believe, Karen, bring us up  
11 to Tab 9. And that's the FCC comments. I don't know  
12 if we want to start to go through that at this time.

13 MR. BELLINGER: That's a new subject. I  
14 would suggest that we maybe work with the issues you  
15 brought up and maybe Qwest has responses.

16 MR. CRAIN: I think there's probably a decent  
17 amount of overlap between the two. Do we just want to  
18 have them put their position on the record for the  
19 whole thing and then get into questions at that point?

20 MR. BELLINGER: Fine with me.

21 MS. POWERS: Okay. So starting with that,  
22 there's release 10.0, which I believe is -- I've got  
23 some -- page 4 of E-9. Specifically, release 10.0.  
24 Change preventing CLEC-to-CLEC orders.

25 The issue here is the 10.0 release for IMA

1 was released on June 17th, 2002. As a result, at that  
2 time we found that we could not submit CLEC-to-CLEC  
3 orders. The significance of that is pretty large. 30  
4 percent of our orders tend to come from other CLECs.  
5 We submitted a trouble ticket on June 21st, 2002. We  
6 did not get a response from Qwest until July 2nd. And  
7 the response basically said the workaround was to  
8 submit manually.

9           The fix was done on July 9th. And the point  
10 that we have here is that Qwest did not follow the  
11 agreed-upon CMP process that was discussed in redesign  
12 with regard to notification first of all that there  
13 was any work in IMA 10.0 that would possibly affect  
14 the CLEC-to-CLEC system process. So it was basically  
15 an addition or change in IMA that we were unaware of  
16 and didn't even know there would be some reason to  
17 test those issues.

18           We have a very limited test window when a new  
19 release comes out. Had we known there was some  
20 potential issues, we would have tested a CLEC-to-CLEC  
21 order to see if there was a problem.

22           We also felt that there was not an  
23 appropriate following of the severity levels. The  
24 correct severity level was not assigned to this.  
25 Therefore, the correct timeliness to respond to this



1 issue was not followed.

2           We raised this issue to Judy Schultz, and  
3 we're awaiting an answer to see how that would be  
4 handled and the process how to handle what we consider  
5 or CLECs in general consider to be violations or not  
6 consistent with the CMP process that was agreed upon.

7           The impact to Eschelon -- and I'll follow  
8 each of these with what the impact to Eschelon is.

9           As I said before, 30 percent of our orders  
10 are CLEC to CLEC. And basically, our options for this  
11 during that period of time was to either submit  
12 manually, which is very time consuming. It takes my  
13 folks out of process from what they're normally doing  
14 or to purchase new loops or to basically not do a  
15 conversion on the same circuits. That we would put in  
16 a new order to get new loops, which has further  
17 implications of doing that and hence why we'd even put  
18 in the CR originally to allow us to do CLEC to CLEC  
19 using the same loops without having to request new  
20 ones.

21           That takes care of that issue.

22           MS. CLAUSON: I guess the points that Lynne  
23 mentioned a couple of the areas of non-compliance with  
24 the process that we didn't know -- this is a CLEC  
25 impacting change. We didn't know that. We weren't

1 told that we should have been. That even -- and that  
2 the severity level was wrong. But the severity level  
3 also affects the time notifications for status  
4 intervals. And whether you use the 2 or the 3, which  
5 I think Qwest later said it should be a 2. They did  
6 not send the notices for a period of days, and then  
7 they did not follow the status updates. So this one  
8 on many levels we think did not follow the process.

9           Another area was that according to the  
10 process, we're supposed to be able to give input as to  
11 what the workaround would be. This workaround was not  
12 acceptable to Eschelon, but we were not consulted with  
13 respect to that.

14           With respect to the final point on page 6 of  
15 E-9, is the inaccurate coordination is a point we  
16 raised earlier. I just wanted to let you -- we were  
17 talking about the PSON. And this is the piece here  
18 that we felt in 10.0 was missing. And we also were  
19 questioning whether it's going to be. And I see some  
20 puzzled-looking faces over there. I just wanted to  
21 make sure you understood that what we raised here is  
22 the same as we raised this morning on the last  
23 paragraph on page 6 -- and this is something we've  
24 raised in CMP and other forums.

25           We feel that a big piece missing at Qwest is

1 coordination when a systems change is made with the  
2 process people. Getting them to sit down at the  
3 table, not just inform them, this is a change and this  
4 is what it means, but to say, okay, so when this  
5 arises, what do you do about it. In the case of the  
6 PSN, it's one thing to tell them this capability  
7 as -- to train your people this capability has been  
8 added. Now CLECs will get this information. It's  
9 another piece to say, and we've got to make sure that  
10 once they have that information and they use it and  
11 they find a problem and they bring it to us, you're  
12 all trained in that, and you're not just saying, we  
13 don't get calls that say, we don't know what a PSN  
14 is. They need to know the process that is implicated  
15 by the change as well as understanding the change.

16           The PSN, we'll wait and see if that happens.  
17 It did not happen here. People who were making some  
18 kind of a change at Qwest that was going to affect  
19 CLECs did not put that together in a way that they  
20 could warn us and follow their process. So that  
21 discussion, getting those people to sit down, talk,  
22 know it's a problem, and then put a process in place  
23 and make sure it's documented adequately for us is a  
24 big gap, we think.

25           And this happens whether it's a system change

1 or a process change. When a process is put in place  
2 at CMP, we have had to actually take the CR response,  
3 read it to a representative at Qwest who's saying  
4 they've never heard of it, and then convince them it's  
5 an issue before we go ahead. And so making sure the  
6 processes get trained and get out there and in the  
7 documentation so people are prepared to handle the  
8 implications of the change is something that we  
9 believe this is an example of. Is that correct?

10 MS. POWERS: Yes.

11 Moving on to page 6, OSS lack of  
12 flow-through.

13 The issue here is the -- we were confirmed on  
14 June 26 that -- Qwest confirmed to Eschelon that any  
15 telephone number coming from 1FB with CCMS, Centrex  
16 21, Centrex or Centron for conversion to UNE-P for  
17 resale to POTS would not flow through. So just to be  
18 clear, this does affect customers that are on Centrex,  
19 Centrex 21, Centron with McLeod, with Qwest, with  
20 anybody as to how that conversion would occur.

21 MS. CLAUSON: I believe this is the one with  
22 the take-back. And perhaps -- is that for tomorrow?

23 MR. VIVEROS: Yeah, we are still working the  
24 take-back. And if we have it tonight, we'll share it  
25 tonight. Otherwise, we'll confirm tomorrow. We will

1 go ahead and expand that because we really didn't  
2 address every product that's in your FCC comments. So  
3 we'll tick through each one of them and confirm.

4 MS. CLAUSON: The ones listed on page 7?

5 MR. VIVEROS: Exactly.

6 MS. POWERS: Page 6, continuing. OSS  
7 cumbersome GUI. Qwest indicated to us that actually a  
8 third party tester had suggested that the GUI was  
9 cumbersome. It was good to know that they listened to  
10 that. We had been telling them that for years. Qwest  
11 then solicited the input from Eschelon as to what  
12 areas we found to be cumbersome. We actually found  
13 eight areas that we then submitted a change request to  
14 Qwest on after reviewing this that we found to be a  
15 problem.

16 An example is that when an LSR is filled out  
17 with the appointment time available, the due date is  
18 supped for whatever reason. We can see the new time  
19 -- when we go to reestablish the LSR, we can see a new  
20 date and time that's available on the appointment  
21 scheduler, but we are not allowed to fill in that new  
22 date and time in the new LSR without an escalation  
23 ticket. So it's basically an inherent process that  
24 causes us to go through escalation even though we know  
25 that that's a date and time that is appropriate to put

1 in. So that's an example.

2 And all of these are included in Tab 15, the  
3 CRs that were as a result of this process of reviewing  
4 the cumbersome GUI that was initiated after the third  
5 party tester.

6 MS. CLAUSON: And just to clarify, when you  
7 refer to what we have to do to change a date, we have  
8 to manually call to open escalation ticket, and that's  
9 to cancel the first order, correct?

10 MS. POWERS: Correct.

11 MS. CLAUSON: And that's the time consuming  
12 element?

13 MS. POWERS: Correct.

14 Moving to page 7, UNE-P and resale customers  
15 affected.

16 MS. CLAUSON: I believe, Bonnie, you had  
17 another example with respect to the GUI and the  
18 changes that related to sending an LSR and either  
19 disconnecting or changing features. Did you want to  
20 quickly give that example?

21 MS. JOHNSON: Sure, I'd be happy to. This is  
22 Bonnie Johnson.

23 Another one that really has a significant  
24 impact on our productivity is the fact that IMA has  
25 edit on their FID. And when you are doing an LSR, you

1 have to -- because we are forced to have to map to all  
2 the changes on the LSR, even if you are changing the  
3 FID data or disconnecting the USOC with the inaccurate  
4 FID data, IMA forces you to correct it.

5           And the best example I can provide of this is  
6 on Qwest CSRs when they went to ten-digit dialing, all  
7 the changes were made in the switch, but the CSRs  
8 weren't updated. So very oftentimes telephone number  
9 flows or call forward numbers will contain only seven  
10 digits rather than ten. So even if we're  
11 disconnecting the USOC or if we're changing the call  
12 forward number, IMA forces us to correct the data that  
13 we're disconnecting on the feature anyway.

14           And very oftentimes, take Minneapolis, for  
15 instance, and if you have an account with ten lines,  
16 and you have to change it on the call forward/busy and  
17 the call forward/don't answer on all lines, that's a  
18 lot of input. As well as when you take the  
19 Minneapolis metropolitan area and all of the area  
20 codes we have here, we don't know what the correct  
21 area code is. How are we to know if the customer's  
22 got it forwarding to 612, 952 or 763. We have to  
23 obtain the correct information to even be able to  
24 correct it. So it's a very cumbersome process.

25           MS. CLAUSON: And just to clarify, Bonnie, we

1 are not correcting information for a line we're going  
2 to use, it's for a disconnecting number; is that  
3 correct?

4 MS. JOHNSON: That is correct.

5 MS. POWERS: Okay. On page 7, UNE-P and  
6 resale customers affected by unannounced dispatches.

7 Qwest is dispatching on tickets that should  
8 not normally -- or on orders, I guess I should say,  
9 that should not normally require dispatch. What would  
10 be the problem with that? Generally it confuses a  
11 customer. All of a sudden a technician shows up  
12 unannounced. We are not aware that they should be  
13 there. We're not informed ahead of time. Sometimes  
14 the changes they make affect service because they  
15 might be swapping out pairs. And in cases of someone  
16 having a PBX system and group loop and ground start  
17 issues, it can affect their service. Qwest needs to  
18 fully communicate when a dispatch would be actually  
19 invoked. And if there's any sort of global plans or  
20 normal plans that are causing that, they need to  
21 communicate that. And if there's case-by-case  
22 occurrences that would require a dispatch, we would  
23 need to know that so we can set the expectations  
24 appropriately for our folks internally as well as with  
25 our end-user customer.



1           And we do have an example, and this will  
2 point to a couple of different issues where on Tab 16,  
3 an instance where the Arizona -- an Arizona  
4 customer -- it's another issue, but -- okay. So we  
5 can talk about that, but that's an example where they  
6 were given an invoice from a Qwest technician.

7           MS. CLAUSON: Actually, Tab 16, we've  
8 separated out that, but they both deal with issues of  
9 Qwest technicians coming to the CLEC's end-user's  
10 premises. And so that it's clear, when we talk about  
11 dispatches, this is not a dispatch ordered by the  
12 CLEC. The example given here is something Qwest is  
13 doing to maintain its network. We believe that Qwest  
14 commenced some kind of project to increase  
15 profitability. Since we were not consulted, we're not  
16 sure what occasioned that. So this is a situation  
17 where the Qwest technician shows up at the CLEC  
18 customer site unbeknownst to the CLEC.

19           Several of the problems that occur is that  
20 the CLEC cannot set customer expectations. The  
21 customer expected either no work to be done at all or  
22 they certainly did not expect to have a Qwest  
23 technician show up branded as a Qwest technician and  
24 say to the customer, oh, I'm going to have to take  
25 your line down, where we told them that this was an

1 order, based on what we were told by Qwest, record  
2 work only. Then if they do show up unannounced, not  
3 only is the customer confused because they were not  
4 prepared for it, but if something goes wrong in doing  
5 the work that Qwest is doing, then we've got an  
6 unexpected outage, we've got prolonged trouble.

7           It's very difficult to get ahold of someone  
8 to take care of this when you didn't know it was going  
9 to occur. It makes us look very bad for not knowing  
10 that was going to happen because we're the provider to  
11 the customer.

12           Also, another affect is the customer premise  
13 equipment could be affected. Analog versus digital,  
14 modem, equipment settings. All of that could be  
15 affected depending on the work Qwest is doing. So  
16 this is not a situation where we just need one general  
17 notice saying, Qwest is going to start this project.  
18 We need to know each time they're coming out to our  
19 customer's site so we can deal with the problem and  
20 know how to educate the customer and set their  
21 expectations as well as to make sure their customer  
22 premise equipment is going to work and deal with all  
23 of these issues.

24           Bonnie, have I summarized that correctly?

25           MS. JOHNSON: Yes, Karen.

1 MS. POWERS: Next is page 9 regarding DSL  
2 repair. This specifically is on Qwest DSL. And this  
3 points to an issue where when Qwest has a product  
4 offering. Very often, we have found, as we've  
5 discussed already with UNE-P, that it isn't a fully  
6 thought-out and fully available product in regards to  
7 all things, such as repair in this instance. So  
8 there's an offering of Qwest DSL, and that is the  
9 documentation from Qwest shows that this is available  
10 at retail rates with UNE-P, and that includes UNE-P  
11 Centrex and Centron.

12 What we have found and we have -- Qwest has  
13 stated this to us that Qwest has said that the back  
14 end system records containing the DSL technical  
15 information needed for the repair on Centrex, Centrex  
16 Plus, and Centron lines with DSL that that information  
17 is not flowing through and not available.

18 Qwest said that this information is lost and  
19 cannot be retrieved. It also has stated that this  
20 problem occurs within the Qwest Eastern and Central  
21 billing regions. Those regions do include Arizona.  
22 This issue is obviously a big concern for us.

23 Due to this problem, we have basically found  
24 that when we try to call the wholesale -- or the  
25 center to which we are appointed to for Qwest DSL to

1 determine what the issue is, they are not able to help  
2 us. They cannot see this information. And basically  
3 there's no way to assess with this. As a result, to  
4 get to the impact to Eschelon, we have halted putting  
5 customers on this service, and we have halted any  
6 migration of these customers as well.

7           And we have also been told by Qwest that this  
8 is not parity and the same does not occur for retail.  
9 So customers with Centrex Plus and Centron under Qwest  
10 retail side, their information flows appropriately so  
11 that it can be handled, and it does not for wholesale  
12 for DSL repair.

13           MS. CLAUSON: I would simply add that we have  
14 been told by Qwest this happens in the Eastern and  
15 Central billing regions, and those regions do include  
16 Arizona.

17           MS. POWERS: Page 10. DSL delay when Qwest  
18 disconnects in error. Essentially, the situation when  
19 Qwest has disconnected the customer's DSL in error,  
20 and actually, that's a situation that occurs quite  
21 often, that although the error is clearly Qwest's  
22 error, the policy that was stated to us by our account  
23 team was that that standard was a ten-day interval for  
24 turning that customer's DSL back up. That seemed  
25 unacceptable to us. We were frustrated by that, but

1 we were told that was the policy.

2           Since then, Qwest has revised their position  
3 and stated that it is not their policy. However, we  
4 now have a two-day turnaround time. Two days for a  
5 customer's DSL to be turned back up when Qwest has  
6 disconnected it in error, that is not acceptable to  
7 us. It damages our reputation, and frankly, small  
8 business customers that we serve find their DSL  
9 connection for their day-to-day Internet to be a life  
10 line for their business and cannot tolerate that sort  
11 of outage, and especially when it's done in error by  
12 Qwest and there's no way to expedite that. And still  
13 it's a two-day turnaround to bring it back up.

14           Page 11, DSL Qwest disconnects DSL early.  
15 When Eschelon converts a customer from Qwest to  
16 Eschelon, Qwest virtually always disconnects the  
17 customer's DSL early. It's inherent in their  
18 processes. The Qwest processes result in a customer  
19 converting to Eschelon have their DSL go down before  
20 the due date time for their actual voice conversion.  
21 Qwest is aware of this issue and has provided no  
22 remedy to us.

23           The impact to Eschelon is the customer loses  
24 DSL, even though it's Qwest's error. And, again, our  
25 reputation is damaged and it's far-reaching to the

1 next customer that we may possibly sell.

2           Page 12. I'm sorry, page 11. DSL migration  
3 of customers. Qwest has no process to migrate an  
4 existing CLEC customer with DSL -- and that would be  
5 an existing CLEC customer on resale or UNE-Star with  
6 DSL to UNE-P without bringing the DSL service down.  
7 As we've discussed before, Eschelon has a full-time  
8 effort with 17 individuals working full time to do a  
9 conversion of our UNE-E base. I could go on about how  
10 this has impacted our business. But essentially, we  
11 have found in that process that Qwest does not have a  
12 process for converting those customers. Qwest is  
13 aware but has provided no remedy.

14           And the impact to Eschelon is that we're  
15 leaving these customers on a higher cost service to  
16 us. UNE-P has resulted in lower cost, and that's,  
17 hence, why we're moving it. So we're having to leave  
18 them on that platform.

19           Page 12, DSL ordering. There is an issue  
20 that's recently surfaced in that Qwest has a system  
21 called Qhost. Qhost, it's my understanding, is the  
22 system that allows us to set up the IP service for a  
23 DSL customer. Basically points their IP addresses.  
24 Qhost is a retail system that is now available as part  
25 of how we order DSL. And Qwest's Qhost system was

1 down for days. Again, as part of product roll-out, if  
2 they're going to offer it on a wholesale basis, they  
3 need to have an appropriate way to deal with system  
4 outages such as this, and they did not. The Qwest  
5 retail system, there was not a notification system of  
6 appropriate severity levels, et cetera, that should  
7 normally be applied when a wholesale system is down,  
8 and that's how we interface. So essentially, we had  
9 customers that we could not turn up for days as a  
10 result of that outage.

11           And the impact to Eschelon is lost revenue  
12 and lost reputation with our customers, and it's again  
13 far-reaching than the individual instances.

14           Again on page 12, maintenance and repair,  
15 discrimination. When Qwest provides repair service to  
16 its retail customers, it provides a statement of time  
17 and materials and applicable charges to the customer  
18 at the time the work is completed. When Qwest  
19 provides repair service to CLEC wholesale customers,  
20 it does not do the same. Basically, a statement is  
21 provided to a retail customer. We get no timely  
22 information regarding that sort of work. Despite our  
23 repeated requests for information on a timely basis,  
24 we've been unavailable to obtain this. We can't even  
25 get circuit IDs on our bills for which to reconcile.

1 And, again, Qwest claims a very high bill accuracy  
2 rate. I'm not sure how that can be. We can't even  
3 verify the charges that are on there.

4           The impact to Eschelon is that we could be  
5 paying for dispatches or work done that we can't  
6 verify, and we have no way to look into that. And so  
7 it's definitely an issue from cost perspective.

8           Page 13, maintenance and repair, branding and  
9 customer confusion. And this is back to the Tab 16  
10 that I referred to earlier. Although Qwest has  
11 refused to provide the CLEC with a statement in a  
12 timely basis of the work that's been completed when  
13 they go out to a customer premise, nonetheless, Qwest  
14 has provided statements to our end-users. This is  
15 completely, completely against what we understand  
16 about what commissions would expect of a Qwest  
17 technician on a CLEC customer premise. Qwest  
18 technicians, as we understand, are to use unbranded  
19 maintenance and repair forms.

20           Tab 16, you'll find that there's a copy of a  
21 time and materials invoice that was given to one of  
22 our customers in Arizona. And you'll note it also  
23 says U S WEST. At least it didn't say Northwestern  
24 Bell to add further confusion. But it was provided to  
25 our customer. The customer's like, do I pay this?



1 What's going on? Obviously not a good situation for  
2 us.

3 The impact to our customers is confusion,  
4 time spent to reassure the customer, and, again,  
5 damage to our reputation and do we really know what  
6 we're doing here.

7 MS. CLAUSON: Exhibit E-16, in addition to  
8 the invoice, includes a second instance also in  
9 Arizona, that one on July 26th. We raise these issues  
10 with Qwest as they occur, but yet they continue to  
11 occur. I think this goes to if it isn't their  
12 process, then they've got a compliance problem and a  
13 training issue. If it is their process, obviously,  
14 that needs to be changed.

15 As Lynne has said, this is wrong on so many  
16 levels. Qwest should not be dealing with our  
17 customer, period. They should not be talking to them  
18 about charges. They should not be showing up in Qwest  
19 branded information and forcing our customers to sign  
20 their invoices. All the things that happen in just  
21 one of these instances causes problems with that  
22 customer that are very difficult to overcome and,  
23 again, reflect poorly on us. We did not set  
24 expectations that they would have to get a bill from  
25 Qwest. They think there may be two bills. They don't

1 know which one to pay. It really reflects poorly on  
2 us, even though we have no control over it. And it  
3 continues to occur.

4 MS. POWERS: Correct.

5 Page 14, maintenance and repair and  
6 timeliness of bills. The problem of not receiving a  
7 statement we've already covered. However, compounding  
8 the problem of trying to do any sort of bill  
9 reconciliation for these maintenance charges is that  
10 they're very untimely. And we provided some examples  
11 of that untimeliness in the sense of on a November  
12 invoice containing charges back to August and  
13 September. On a December invoice containing charges  
14 back to September and so on. It makes it very  
15 difficult for us to reconcile these. It's virtually  
16 impossible. And, again, without getting any circuit  
17 ID information and that even is extremely difficult.

18 And we would like to see that Qwest -- we  
19 feel that Qwest has some inherent problems with its  
20 systems if it's holding charges this long and then all  
21 the sudden for them to appear on the bill.

22 And, again, the impact to Eschelon is an  
23 inordinate amount of time to try to sort through these  
24 aged billings and to try to reconcile the bills and  
25 the fact that we could be paying more than we should

1 for these charges.

2 MS. CLAUSON: The examples we've given on  
3 page E-9 happen to be from Colorado. That's where  
4 this document was created for.

5 But, Bonnie, I believe you could confirm that  
6 we have the same situation with the Arizona bill?

7 MS. JOHNSON: Karen, I'm going to refer this  
8 to Kathy.

9 MS. CLAUSON: Kathy Stichter join the call.

10 Kathy, could you please state your title.  
11 And then before you give your answer, we'll swear you  
12 in.

13 MS. STICHTER: This is Kathy Stichter. Kathy  
14 with a K. That's S-t-i-c-h-t-e-r. ILEC relations  
15 manager.

16 (Kathy Stichter was duly sworn by the  
17 certified court reporter.)

18 MS. CLAUSON: Proceed with your answer.  
19 We've had this issue in Arizona as well?

20 MS. STICHTER: Yes. In Arizona when we look  
21 back on our bills, when I looked at the November bill  
22 for Arizona, it contained charges going all the way  
23 back to June. June, July, August, and September on  
24 the November bill.

25 The December bill contained charges going

1 back to August. So it had August, September, October,  
2 and November.

3 The January bill had November and December.

4 And the February bill had December and  
5 January charges.

6 MS. CLAUSON: Thank you, Kathy.

7 MS. POWERS: On page 14, maintenance and  
8 repair, insufficient information on the bill. For the  
9 unbundled loops on the bills, Qwest has not included  
10 circuit identification numbers, which is a common way  
11 for CLECs and ILECs to find information about an  
12 individual item, possibly that would appear on a bill.  
13 And this is for maintenance and repair charges. The  
14 bill did not include the date of the dispatch. And it  
15 is confusing as to how Qwest can claim a high bill  
16 accuracy rate by the level of information that they  
17 are providing on these bills. So I'm not sure again  
18 what does bill accuracy mean.

19 Eschelon should be able to inquire about a  
20 charge at the time the work is performed and when the  
21 facts are known. Therefore, we could decipher and try  
22 to determine whether the appropriate handling of this  
23 occurred as it related to our billing.

24 Impact again is countless hours. And Kathy  
25 could attest to this. Countless hours in trying to

1 reconcile these bills. And they are mounting as we  
2 speak.

3           Page 15. Maintenance and repair,  
4 authorization and accuracy for closing tickets.  
5 Eschelon has pointed out multiple times that Qwest  
6 closes tickets without calling Eschelon for  
7 authorization and also closes those with an inaccurate  
8 cause and disposition code. Qwest closes tickets  
9 without authorization, and that causes a great deal of  
10 problem in the sense that we like to status our  
11 customers as to here's what happened with your ticket.  
12 If we are having tickets closed without that  
13 notification, it's difficult for us to status the  
14 customer.

15           Also, Qwest has provided us information about  
16 the high number of no trouble found tickets. And we  
17 found that a lot of those were not no trouble founds  
18 and that those were erroneously reported via looking  
19 at the data that's provided in CEMR. So, again, Qwest  
20 could then if they dispatched on a no trouble found  
21 would result in charging us for that sort of activity.

22           Page 16. Actually, continuing on page 15.  
23 Maintenance and repair, pair gain testing. Eschelon  
24 has objected to the additional or optional testing  
25 policy that Qwest invoked at least six months ago or

1 so. And essentially we felt that that process was  
2 unilaterally ruled out. And we had escalated it and  
3 it's still continuing in the same manner. Eschelon  
4 does submit test results, though, routinely. We agree  
5 that that is good business to do. When there is a  
6 pair gain on the line, Eschelon cannot test the line.  
7 If trouble is on the line and then when Qwest goes  
8 out, this could result in a charge of their charging  
9 us a test charge, a dispatch charge, and a no trouble  
10 found charge. We've had instances as well where  
11 sometimes Qwest has refused to even open a repair  
12 ticket unless Eschelon authorizes the optional  
13 testing. We say, we can't test because it's pair  
14 gain. As we understand via Qwest policy and it  
15 appears on their Web to state that pair gain is an  
16 acceptable test result. And even when we say that,  
17 it's, no, they have to authorize this optional testing  
18 before we're going to take the ticket.

19 And, again, the impact to Eschelon is  
20 additional cost for things such as test charge,  
21 dispatch charge, and no trouble found charge.

22 MS. CLAUSON: And I just want to clarify, we  
23 can't test accurately because it shows pair gain,  
24 correct?

25 MS. POWERS: Correct.

1 MS. CLAUSON: So we do do what the Web site  
2 instructs, and we test, and we find pair gain. And we  
3 can say what the results are, but they're not  
4 accurate. And yet if we don't authorize the charge,  
5 even though we've done the testing, they will refuse  
6 to take the ticket, correct?

7 MS. POWERS: Correct.

8 MR. BELLINGER: Why don't we stop here for  
9 about a five-minute break.

10 (Recess taken.)

11 MS. POWERS: I'll go ahead and get started.

12 Page 16, which is where we left off in  
13 further discussing maintenance and repair.  
14 Specifically, this is maintenance and repair  
15 reciprocity. This is the issue where Eschelon is  
16 unable to charge Qwest when we dispatch a technician  
17 and find the trouble was in Qwest's network. Due to  
18 the fact that Qwest unilaterally rolled out this  
19 additional testing process without negotiation, we are  
20 left with paying them when we cannot reciprocally  
21 charge them for our time and work done.

22 MS. CLAUSON: This is Karen Clauson. Just to  
23 add a couple points to that. Eschelon does plan to  
24 bill Qwest these charges. And if they deny them,  
25 we'll simply have to litigate that because we've been

1 trying to work out this issue and cannot.

2           In the meantime, this is the kind of issue  
3 that could be addressed in the SGAT. For example,  
4 I've been told there is language in the SGAT on  
5 Category 11 that has mutual language. Each carrier  
6 shall bill. So it's the same kind of thing. You  
7 dealt with how each carrier can bill in the Category  
8 11 situation. Here you can say, each carrier can  
9 bill, instead of Qwest can bill, and we can move on  
10 with this issue.

11           In Exhibit 10 on page 30, there's some  
12 language that TCG had in a contract that allowed for  
13 reciprocity. Certainly is something they've done for  
14 another CLEC. We are trying to confirm that, but we  
15 believe that that contract is in some kind of  
16 evergreen status and Qwest has been pretty clear you  
17 can't opt-in when it's in that status. So we've got  
18 to somehow get this issue resolved otherwise. But  
19 it's something they've done for another CLEC. It's  
20 something you've done in your SGAT with respect to how  
21 carriers deal. You'd simply change the practice to  
22 say, carriers shall bill.

23           I think this would provide a good incentive  
24 for all carriers to bill properly on this because we  
25 have a lot of issues now where we feel that we're not



1 being billed appropriately or can't determine it based  
2 on the level of information. But fair is fair. And  
3 if we bill each other in the same situations tends to  
4 limit when you want to bill if you can also get  
5 billed.

6 MR. BELLINGER: Considerable time was spent  
7 on this on the SGAT in the workshops.

8 MS. CLAUSON: That would be a good reason why  
9 our absence made a difference. We were raising this  
10 with Qwest. If they didn't bring it to the workshop,  
11 there you go.

12 MR. BELLINGER: It was brought. Reciprocity  
13 was discussed.

14 MS. CLAUSON: And discussed or not, it is a  
15 fairness issue. It is an issue where we have expenses  
16 in the same situations. If they're going to charge us  
17 and they feel it's a cost-based charge, we incur the  
18 same charges in the same situation and ought to be  
19 able to bill Qwest and will bill Qwest.

20 MS. POWERS: Okay. Regarding -- on page 17,  
21 loss and completion reports. Loss and completion  
22 reports are very important for customers of Qwest,  
23 like us, who have a good percentage of our lines on a  
24 resale or UNE-E or UNE-P platform. Essentially, a  
25 loss and completion report, as was alluded to earlier,

1 communicates information on action that was taken on  
2 our customers. It has been a huge issue for us for a  
3 long time. We were told loss and completion reports  
4 were faxed somewhere and we'd look for them and never  
5 find them.

6           In May of 2001, we did start to receive these  
7 electronically, which was a good thing. However,  
8 Bonnie Johnson identified a multitude of problems with  
9 these loss and completion reports. And I think Connie  
10 Winston, specifically, who's not here right now,  
11 worked through a good deal of those issues with her.

12           But to date, the issue turns out from an  
13 Eschelon impact is that when a customer -- from a loss  
14 perspective, customer has left Eschelon and moved back  
15 to Qwest or to another resale or UNE-P provider with  
16 Qwest, we are not effectively notified of that loss.  
17 Therefore, we cannot effectively handle that customer  
18 in the sense of final billing and collection. And we  
19 would continue to bill that customer erroneously for  
20 some period of time while the customer's getting a  
21 bill from Eschelon and thinking, gees, can't this  
22 company figure out that I'm no longer on their  
23 service.

24           Today, all the way through May 2002, we are  
25 still identifying problems with the loss and

1 completion report, and essentially the accuracy is  
2 dependent upon manual action by individuals in the  
3 centers to put an appropriate fit on to have them show  
4 up on the reports, and we find that's not consistently  
5 happened. Therefore, loss and completion reports are  
6 inaccurate.

7           Page 18, inadequate notice of rate and  
8 profile changes. This is another process that Qwest  
9 rolled out on a sort of unilateral basis. Qwest does  
10 not provide adequate notice of rate and profile  
11 changes. An example where this occurred occurred in  
12 Arizona where we had hot cuts as an option or an  
13 installation option for us as coordinated cutover were  
14 erroneously taken off of our profile without  
15 notification to us, therefore causing our orders to be  
16 rejected.

17           That was some time ago. However, we continue  
18 to have issues and we have provided feedback to Qwest  
19 on how their notification process works. Their  
20 notification process is far and away inadequate for us  
21 in the sense of sending us a list of 3,000 USOCs to  
22 Eschelon that have had a change to them, and guess  
23 what, we only order one. So let's find the needle in  
24 the haystack and see which one affected us. Broad  
25 references to changes and notifications. That this

1 rate has changed but does not cite authority. From  
2 what authority are they changing this rate.

3 The current practice leaves Eschelon with a  
4 tremendous cost to reconcile and again potentially  
5 overpaying for inappropriate charges that are on our  
6 bills.

7 Karen, do you want to add anything to that?

8 MS. CLAUSON: No.

9 MS. POWERS: Moving on to page 20, policy for  
10 applying rates not in Eschelon's interconnection  
11 agreement. Qwest charges Eschelon SGAT rates. We  
12 have not opted into an SGAT. There have been -- there  
13 was a case recently in -- case of an invoice against  
14 Qwest, not CLEC, in which the decision was made that  
15 Qwest should use the cost model consistent with the  
16 other rates that were applicable for the situation and  
17 not to unilaterally find a new model without consent  
18 of that CLEC.

19 And, again, the impact to Eschelon is to pay  
20 rates that we did not agree to and usually are higher  
21 as a result.

22 MS. CLAUSON: It is difficult with all the  
23 examples of this. Qwest has come right out and said  
24 -- and we've quoted one of the places on page 20 where  
25 they've said, we will apply SGAT rates, even though we

1 haven't opted into the SGAT. So it's a known  
2 practice. Because this isn't notified and because the  
3 authority isn't listed for the rate they're charging,  
4 we have to go through and weed and find the examples.

5           When we talk about collocation, probably  
6 tomorrow, we recently were given a quote for a  
7 collocation that was all based on SGAT rates, even  
8 though rates for collocation are sitting right there  
9 in our interconnection agreement. And it was a much  
10 higher quote under the SGAT than it was under our  
11 current contract. And there they're even violating  
12 their own policy where it says, if the rates are in  
13 your contract, we'll bill them. And only if they're  
14 not, we'll bill the SGAT rates. And we've got to weed  
15 out and figure out when they're doing it, if it is a  
16 contract rate.

17           Another example we have is a situation where  
18 -- Dennis Pappas, who's here today from Qwest, we were  
19 trying to find out what rates will we be charged under  
20 this new additional testing policy because we don't  
21 have this policy in some of our contracts in Arizona,  
22 there is some language saying in some of these  
23 situations you can charge. What rate will you be  
24 charging? Mr. Pappas sent an e-mail with rates in it.  
25 He said, those are the rates of your contract we will

1 apply. We have compared that e-mail to our bills.  
2 That is not the rate we are being billed. That is a  
3 rate that he found in our contract, said it would  
4 apply; and instead, Qwest is applying a higher SGAT  
5 rate. Again, we have not opted into the SGAT.

6           So one problem is let's say there  
7 legitimately is no rate. Why should Qwest use an SGAT  
8 rate when we haven't opted in. Some commissions have  
9 allowed them to go into effect for people who have  
10 opted in to them. We have not. They're not  
11 commission-approved rates. And for those that have  
12 not been approved by a commission, they are based on a  
13 cost methodology proposed by Qwest, not the one  
14 already used. And the fact that some cost cases are  
15 now coming out with different rates shows that that  
16 SGAT rate is not the cost-based rate.

17           So we are not being charged the contract rate  
18 and we are not being charged a cost-based rate. We're  
19 being charged a proposed rate. And we have to track  
20 down in every situation what's happening so we can  
21 even dispute it. And we very much have objected for a  
22 long time to this practice and yet continue to receive  
23 these charges.

24           Is that correct, Lynne?

25           MS. POWERS: Yes.

1           On page 22, billing accuracy.

2           MS. CLAUSON: Before we move on, Dennis, I  
3 have your e-mail here with the rates, and I can  
4 introduce it if you have any objection to what I said.

5           No. Thank you, Dennis.

6           MS. POWERS: Page 22, billing accuracy. What  
7 I have to date, May of 2002, Eschelon has more than  
8 \$2.2 million in outstanding billing disputes with  
9 Qwest across all Qwest states, not specific to  
10 Arizona. And Eschelon would question again the  
11 billing accuracy quoted in the PIDs at a 99 to 100  
12 percent accuracy.

13           On a break, Garth just recently pointed out  
14 to me that what he understands about the PID is with  
15 regards to adjustments.

16           Garth, are you there?

17           MS. GAVIN: Lynne, he had to leave.

18           MS. CLAUSON: Since Garth had to leave, why  
19 don't you summarize the issue, and if we have a  
20 question, Garth will be back for part of the time  
21 tomorrow morning.

22           MS. POWERS: Our understanding is that the  
23 PID takes into account adjustments applied to billing.  
24 And in reality, the way processes work between CLECs  
25 and Qwest is that we put items into dispute and those

1 disputes take an inordinate amount of time to resolve,  
2 sometimes over a year. And the period of time in  
3 which that Qwest would be claiming a 99 to 100 percent  
4 billing accuracy would never then go back and be  
5 adjusted once that dispute was settled because the  
6 adjustment was applied at a much later date. So  
7 that's our understanding of why there would be  
8 possibly a much higher rate of billing accuracy  
9 quoted.

10           The bills for UNE-Star product or UNE-E could  
11 not be described as accurate. Those are completely  
12 wrong from our perspective. As of May 2002, the  
13 UNE-Star represents 60 percent of Eschelon's total  
14 monthly invoice amount.

15           MS. CLAUSON: And with respect to UNE-Star  
16 or -- I know we've got time pressures, so we point out  
17 that in Exhibits 12 to 13 are the affidavits of Lynne  
18 Powers and Ellen Copley that summarize in more detail  
19 the differences and which helps explain why the bills  
20 are inaccurate.

21           Very briefly, UNE-Star is resale from a  
22 billing perspective. If you look at the exhibit  
23 attached, there's a one-page exhibit attached to the  
24 affidavit of Ellen Copley in E-13. That is an excerpt  
25 from one of our bills. And when you look at it, it is



1 simply the resale bill. It is the retail rate with a  
2 discount. So these are UNE-Star, UNE-E, or UNE-M,  
3 whatever you want to call the product is resale. We  
4 are billed as resale. And then there's a manual  
5 adjustment where we have to figure out what we should  
6 be billed.

7           And as it points out in these comments, the  
8 last -- one of the last adjustments resulted in  
9 \$50,000 off. So even the interim process where you  
10 try to decide what the bill should have been is  
11 inaccurate. And this process has not been mechanized,  
12 so we do not get accurate bills. So when Lynne says  
13 that 100 percent of the bills are inaccurate, 100  
14 percent of the bills for this product show resale  
15 rates even though that is not the rate for UNE-P or  
16 UNE-Star. And that bill in Ellen Copley's affidavit  
17 is just an example of that.

18           From a provisioning perspective, we are  
19 ordering resale. The difference and the reason we  
20 have so many provisioning problems that are also  
21 described in the affidavit of Lynne Powers, you would  
22 think by now everybody knows how to do resale. But  
23 UNE-Star is an attempt to put Centrex functionality on  
24 a 1FB, and it doesn't work. And we tried to resolve  
25 that issue with an amendment to the contract in July

1 of 2001 because Qwest told Eschelon that ordering CCMS  
2 would make the features more compatible or take care  
3 of some of those problems, and that has also not been  
4 the case. So there are -- we are in a situation where  
5 back in November of 2000, we were moved to this  
6 product because we ran into all these troubles with  
7 UNE-P. UNE-P was really not a viable product. Moved  
8 to UNE-Star on the promise that this would work. It  
9 wouldn't be priced as well, but at least it would  
10 work. And it didn't work.

11           So now, a year and a half later, we are  
12 trying to do what we first tried to do then and now  
13 get back onto UNE-P. In the meantime, although this  
14 entire time period Eschelon has been entitled under  
15 its contract to UNE-P rates, we are paying the higher  
16 rates because that did not work and then the alternate  
17 product did not work. And all of that is described --  
18 I'm just going to give you a little recap here so when  
19 we talk about 100 percent billing and accuracy for our  
20 off-net lines that you know that that's the issue  
21 we're talking about.

22           Is that correct, Lynne?

23           MS. POWERS: Yes.

24           Also, when we move on to UNE-P and the  
25 billing accuracy with regards to UNE-P, the comments

1 in this document, page 23, reflect Colorado's  
2 reconciliation of our UNE-P bill. And because we knew  
3 this was an Arizona proceeding, we did do a  
4 reconciliation of our UNE-P Arizona bill, and that is  
5 included on E-17. And there's a detailed listing of  
6 the areas that we feel the percentage of overbilling.  
7 And there's actually ten different areas that we  
8 looked at. And in an aggregate, we found that the  
9 bill was 14.9 percent overbilled.

10 MS. CLAUSON: Ellen Gavin, Garth Morrisette  
11 is gone. Is he going to walk through this Exhibit  
12 E-17 tomorrow or is someone there to do that?

13 MS. GAVIN: Karen, this is Ellen Gavin.  
14 Which exhibits?

15 MS. CLAUSON: E-17 is the one-page summary of  
16 the issues that we spotted on the UNE-P invoices for  
17 Arizona.

18 MS. GAVIN: Do you want somebody to walk  
19 through that right now?

20 MS. CLAUSON: I had thought Garth was going  
21 to do it, and I was just going to point out we'll do  
22 that tomorrow.

23 MS. GAVIN: He'll be back tomorrow.

24 MS. CLAUSON: So we do have Garth to go  
25 through that and explain the kinds of issues that

1 we're seeing.

2           As Lynne has described and as I just said, we  
3 started to go back onto UNE-P now as a result of  
4 getting back onto UNE-Star, so the bills are behind --  
5 you get them later actually than you order. So we're  
6 starting to get the early data, and we're seeing these  
7 kind of issues on the bill.

8           For example, the first one, inaccurate Zone 2  
9 rates billed on ANIs that are in Zone 1. And the  
10 source to determine this is Qwest's Web site that says  
11 which CLLIs are in which zones. And when we pore  
12 through these bills and compare the CLLIs to the  
13 bills, we find this is inaccurate. So Garth will go  
14 through the rest tomorrow.

15           MS. POWERS: Okay. On page 25, reporting.  
16 This is the issue of Qwest changed on their PID  
17 reporting to include UNE-E as UNE-P. We referenced  
18 this earlier. They did this on a retroactive basis in  
19 approximately November 2001. Eschelon was not  
20 notified in advance of this change to lump our UNE-E  
21 along with our UNE-P. We questioned what the  
22 motivation was. We also had some very conflicting  
23 dialogue in a senior meeting about this in some cases  
24 we're providing testimony about our experience with  
25 UNE-P. That doesn't apply to anything AT&T is

1 experiencing on UNE-P because it's not UNE-P. And if  
2 that's the case, why did you put it into our PID  
3 reporting as UNE-P. We asked for a PID expert to come  
4 and speak to us about this, and we were not able to  
5 have that conversation, either.

6 MS. CLAUSON: Earlier, someone today had said  
7 something to the effect of, well, we lump these UNE-P  
8 and UNE-E orders together because they're both UNE  
9 combinations. But as I've just described, the pricing  
10 for UNE-E may be a rough approximation of a  
11 combination price. But that is not how the product is  
12 ordered, provisioned, or billed. So unless you know  
13 that distinction when you're reading some data, that  
14 appears to apply to UNE-P, you think, this applies to  
15 the product I understand to be a combination which is  
16 ordered, provisioned, and billed as a combination.  
17 But UNE-Star, UNE-E, UNE-M are ordered, provisioned,  
18 and billed as resale. And at some point in the future  
19 that that was supposed to be an interim process, but  
20 the long-term process has not taken place. So when  
21 you lump these together, if you don't know that when  
22 you're looking at the data, you think you're looking  
23 at data that reflects what's happening with what you  
24 understand to be UNE-P, and that is not what the  
25 UNE-Star product is. And that's why I raised this

1 issue.

2           One of the exhibits to the affidavits of  
3 Lynne Powers, I believe it's the last one attached,  
4 it's labeled Exhibit 9 to the Affidavit of Lynne  
5 Powers, which is E-12, shows where at one time all of  
6 these lines, the UNE-Star lines, were reported as  
7 resale, which is how they're ordered, provisioned, and  
8 billed. And then retroactively, Qwest went back in  
9 and changed it to UNE-P. And when Lynne says that we  
10 were not notified in advance of that change, that's  
11 the document she's referring to, that retroactive  
12 changing. Is that correct?

13           MS. POWERS: Yes, Karen.

14           On page 25, switched access regarding UNE-P  
15 -- or UNE-E, I should say. Obviously, part of the  
16 attribute of a combined platform product such as UNE-P  
17 or UNE-E was to have the ability to bill switched  
18 access minutes of use to our interexchange carriers.  
19 And we are reliant upon Qwest to give us those  
20 switched access minute of use records. We found that  
21 the minutes of use that we were receiving for these  
22 lines was inordinately low, very low. And we proved  
23 this with an audit that we retained an auditor and  
24 conducted an audit of these lines by conducting calls  
25 and measuring and providing that information to Qwest.

1           In addition to that, in just a plain reality  
2 check, the minutes of use were very low. And when I  
3 say reality check, meaning comparatively speaking to  
4 our on-net line, same type of customers, the minutes  
5 of use we received there compared to relatively  
6 speaking to what Qwest experiences for minutes of use  
7 for its other lines.

8           So that was certainly a large issue for us  
9 for a long period of time. And then all the sudden,  
10 the minutes of use jumped. No explanation from Qwest,  
11 no admission of any error. Our concern is, will the  
12 minutes of use suddenly drop down as mysteriously as  
13 they went up?

14           Obviously, the impact to Eschelon is lost  
15 revenue, inability to bill interexchange carriers for  
16 minutes of use that we are not given on these lines if  
17 that is in fact going to happen again where they've  
18 dropped in the number of minutes.

19           Page 27. Collocation. Collocation space --

20           MS. CLAUSON: Actually, for collocation, Paul  
21 Hanser is unavailable today. We have both collocation  
22 and interconnection issues, and we'd like to return to  
23 those tomorrow, if we could, and just move on to the  
24 next issue.

25           MR. CRAIN: Can I just ask how extensive the

1 collocation comments and the interconnection comments  
2 are going to be.

3 MS. CLAUSON: We have -- if you look at  
4 Exhibits 18 and 19, we'll go through those issues and  
5 try to be as brief as we can. We do have a number of  
6 issues that we'd like to go over. And Exhibit 19  
7 contains some of the construction issues. We've had  
8 another example of that in Arizona since putting that  
9 together or since that was first used. And I don't  
10 know -- are you asking for a time estimate?

11 MR. CRAIN: Yes.

12 MS. CLAUSON: I hope that we can do it in  
13 half an hour to an hour in terms of our initial  
14 presentation. Of course, it depends on comments that  
15 we get.

16 MR. CRAIN: You've got a whole hour on  
17 collocation?

18 MS. CLAUSON: Collocation and  
19 interconnection. I'm guessing half an hour to an  
20 hour, depending on, again, if we get questions.

21 MR. BELLINGER: That's over and above what's  
22 here?

23 MS. CLAUSON: That's this issue No. W on page  
24 27, and it's Exhibits 18 and 19.

25 MR. BELLINGER: This is expanded over what



1 you'd filed before?

2 MS. CLAUSON: We sent an e-mail indicating  
3 that we were adding interconnection to the list of  
4 issues and collocation dust. That's in the e-mail  
5 that's in the front pocket of your binder where we  
6 identify them. And then we specifically said Linda  
7 Miles of Qwest is familiar with these issues so that  
8 Qwest could check with her if there are any questions  
9 as to each issue.

10 MR. CRAIN: I guess I would just express  
11 extreme frustration that we get a whole new list of  
12 issues right now other than the construction dust.  
13 We're happy to discuss these, but --

14 MS. CLAUSON: I believe if you look at  
15 Exhibits 10 and 11 which were enclosed in our initial  
16 e-mail, which were discovery responses in Minnesota,  
17 that those issues are all there.

18 Also, our e-mail was sent on July 19th, which  
19 was the deadline for identifying issues. It says: In  
20 addition to the issues identified in the list and  
21 documents below, Eschelon has raised  
22 interconnection/network issues and interconnection  
23 agreement negotiations that may arise in discussions.  
24 Linda Miles of Qwest is familiar with these issues.

25 And we have not received a single question

1 from Qwest as to what we would be talking about.  
2 Every one of these issues has been raised with Linda  
3 Miles, who we directed you to. Again, no questions on  
4 that. And if you look at 10 and 11, the issues are  
5 there. We actually deleted some of them from  
6 discussion and put them in an order where we thought  
7 we could run through them. That remains our plan, to  
8 go through them when Paul can be on the line.

9 MS. POWERS: So as Karen indicated, we'll  
10 move to change management process, which is the next  
11 issue on page 27. The change management redesign  
12 process from an Eschelon perspective was a very rushed  
13 process due to Qwest's sudden realization that this  
14 was a very necessary part for 271. I personally began  
15 attending those CMP meetings, at that time they were  
16 called CICMP meetings, in late 1999 and began pushing  
17 for a number of redesign issues. Qwest had plenty of  
18 time to start addressing those then, but only under  
19 the pressure of 271 did they really start to put the  
20 resources forth on that.

21 Currently, we have pointed out several Qwest  
22 policies or acts that do not comply with agreed-upon  
23 process in the redesign agreements or processes that  
24 were laid out there. When we point this out, we are  
25 told that someone is looking into and is considering

1 if there was a violation or non-adherence to the  
2 process. But no firm response.

3 The Eschelon impact, for example, was the  
4 issues of IMA 10.0 that we already covered, and  
5 there's been several other examples of that.

6 MS. CLAUSON: Attached is Exhibit E-20, which  
7 has three e-mails dealing with compliance issue. And  
8 Michael Zulevic from Covad did indicate to me that he  
9 would like to be added on when we discuss the  
10 CopperMax issues, which is one of his issues that he  
11 can explain, and we agreed with that issue, but he  
12 wanted to be included in that, and I quite frankly  
13 forgot about that until this minute. I'll call him  
14 tonight and see if he could join tomorrow as well.

15 With respect to these compliance issues, the  
16 processes being rolled out now, some of it's being  
17 discussed as it's been going. And at the same period,  
18 you're sort of looking at the resources we've got or  
19 you're hearing them on the phone.

20 Compliance, I, for example, participated in  
21 the redesign team. And Bonnie Johnson participates in  
22 the product process meeting. In an ideal world, I  
23 would be going to these meetings to see if they're  
24 complying since I'm the one who knows about redesign.  
25 But we have also in this short time frame had this

1 workshop we didn't know we were going to have. It's  
2 also the same time frame for the FCC filings. And we  
3 have a business to run. So we are not in any way  
4 representing these are the only compliance issues.  
5 These are sort of some big ones we noticed in the  
6 crush of business. But it is too early to say that  
7 there is compliance when there's still discussions  
8 about how it should even be applied and we're still  
9 sorting it out and trying to roll it out. It hasn't  
10 been presented. The fully redesign process to all the  
11 people -- the full CMP. And these issues are -- it's  
12 not like we scoured the records to find some examples.  
13 These are big ones that jumped out at us. And we will  
14 continue as we can to look at these issues, but these  
15 are just examples. And we're still waiting for a  
16 response on those. And they are in Exhibit 20.

17           One is the -- two of them are issues we've  
18 gone through already. One is the copper availability  
19 and unannounced dispatches where that process,  
20 whatever it is, came about without notice to us even  
21 though it's CLEC-impacting.

22           The other is the release 10.0 issue. The  
23 first one in the FCC comments that we went over where  
24 we identified several areas where we don't feel that  
25 complied with the process.

1           And the third one is the CopperMax, another  
2 project by Qwest that is CLEC-impacting that we don't  
3 believe was given the proper notice. And that's the  
4 one that Michael Zulevic of Covad had wanted to  
5 participate on, and I will call him this evening to  
6 see if he could join the follow-up on that one  
7 tomorrow.

8           MS. POWERS: Page 28, tandem failure events.  
9 As we mentioned in the report card discussion, Qwest  
10 does not have a PID to measure these sorts of events.  
11 Our major network outages include these tandem  
12 failures. Qwest has had six failures at Qwest tandem  
13 sites in the Qwest region over the last three months  
14 alone. None of these happened to be in Arizona.  
15 However, these sorts of things are systemic in Qwest's  
16 network and how it monitors its network so just  
17 because they haven't happened to date I guess in the  
18 last -- since October of 2001 doesn't mean that they  
19 would not happen.

20           MS. CLAUSON: And we do have a process  
21 concern with this. In most of these situations,  
22 Eschelon is the first one to notice the issue even  
23 though it affects other carriers as between Eschelon  
24 and Qwest. And we do go through a proving ground  
25 where we have to get someone at Qwest to agree that is

1 a failure, and we lose time. The process is not solid  
2 enough to deal with these network outages.

3           Again, we feel if there was some sort of PID  
4 and PAP associated with these outages, there would be  
5 an incentive to pay more attention to their effect.  
6 As we described earlier, although a tandem failure  
7 affects all carriers, if you're a small carrier that  
8 is not big enough to attract an IXE to build trunking  
9 to you, which is the practice in LD, you are going to  
10 rely more heavily on the tandem. And if you rely more  
11 heavily on the tandem, you are disproportionately  
12 impacted by these failure events. And if you are  
13 measuring this and monitoring it, there would be an  
14 incentive that would improve the process for  
15 everybody.

16           MS. POWERS: I have nothing to add to that.  
17 I agree with Karen's comments. And at that point, we  
18 are through the FCC comments.

19           MS. CLAUSON: And if you notice in Exhibits  
20 10 and 11, there are issues that we have not raised  
21 here. Some of them are because they're older, but  
22 some are still ongoing, and we had to pick our  
23 battles. So in the amount of time we've had, the two  
24 weeks, we've tried to pull through our most important  
25 issues. We could go through collocation and

1 interconnection tomorrow and that CopperMax issue.  
2 But those are the key ones that we wanted to raise and  
3 hope to have some resolution of.

4 Thank you very much. We know it's hard to  
5 sit through all this, and we do appreciate it.

6 MR. BELLINGER: Okay.

7 MR. CRAIN: From Qwest's standpoint, we --  
8 rather than orally rebutting these point by point, we  
9 have filed yesterday, I believe -- yesterday with the  
10 FCC pleadings that addressed most of Eschelon's  
11 points. We are going to be filing those tomorrow  
12 officially within the Arizona proceeding. I believe  
13 we've also already sent it out by e-mail to all the  
14 parties in this proceeding.

15 MR. BELLINGER: They were sent to the service  
16 list, I think, today.

17 MR. CRAIN: Oh, was it? Good.

18 We are planning to put together a  
19 presentation, hopefully it will last about I'd say an  
20 hour at the most, addressing the issues that we think  
21 we need to address in addition to what we have in our  
22 federal filing. We don't anticipate rehashing those  
23 issues at all.

24 In addition, we can get people on the line to  
25 talk about these collocation issues as well. There

1 are some of these issues we simply have a disagreement  
2 regarding the facts with Eschelon. As far as I can  
3 see, the place they want additional SGAT language and  
4 that sort of thing seems to be what we'll be talking  
5 about in interconnection and collocation. I don't see  
6 anything else in the things they went through this  
7 afternoon. And I would suggest we try to identify  
8 issues that we think we can work through and see if we  
9 can get resolution and that we won't be necessarily  
10 hashing through every issue if it's just both sides  
11 putting their evidence on the record. I think we can  
12 do that through Eschelon's presentation and our filing  
13 tomorrow.

14 MR. BELLINGER: Okay.

15 MS. CLAUSON: With respect to the reference  
16 to SGAT language, please don't make any assumption  
17 that because there's not SGAT language associated with  
18 each of these that we do or do not think that's  
19 necessary. We certainly did not have time in the two  
20 weeks to prepare for this to suddenly read the SGAT  
21 and say how these issues impacted it. We're hoping  
22 that people are familiar with the SGAT and can make  
23 those determinations. The reasons why we have a few  
24 recommendations, specifically collocation and  
25 interconnection, are those are the only areas we've



1 gotten into in interconnection negotiations. And  
2 Qwest insists on using its SGAT as the template for  
3 those negotiations. So we do have some language  
4 there. That does not mean to suggest that we don't  
5 think any of this impacts the rest of it. We just  
6 simply in two weeks couldn't address that one way or  
7 the other.

8 MS. SCOTT: Andy, can you bring some copies  
9 of your FCC filing tomorrow?

10 MR. CRAIN: Yeah, I was calling a few people  
11 to see if I can get copies made and brought.

12 MS. SCOTT: Thank you.

13 MS. CLAUSON: And we have not seen that. Are  
14 you by any chance going to have any tonight?

15 MR. CRAIN: We e-mailed it to you.

16 MS. CLAUSON: I don't have my computer here.  
17 Lynne can get hers, but we don't have a printer. And  
18 so I would like to see it.

19 MR. CRAIN: Is there any way we could get a  
20 printed copy? You have one? Can you give one to  
21 Karen.

22 She can give you one right now.

23 MR. BELLINGER: We need more than one.  
24 Maureen, I think, would like to have one.

25 MR. CRAIN: Do we have more than one?

1 MS. JOINES: Mine's marked up.

2 MR. DIXON: Andy, are you talking about the  
3 FCC reply comments or something else?

4 MR. CRAIN: FCC reply comments.

5 MR. DIXON: Because I could send those to  
6 people.

7 MR. CRAIN: The question is, they want hard  
8 copies.

9 MS. CLAUSON: And we don't have to do this on  
10 the record. We can get it later.

11 (Discussion off the record.)

12 MR. BELLINGER: Dan Lipschultz.

13 MR. LIPSCHULTZ: Still here.

14 MR. BELLINGER: Do you have any issues that  
15 you want to bring?

16 MR. LIPSCHULTZ: I think the only issue we  
17 want to discuss, and it's going to be brief, will be  
18 the UNE-Star billing issue. And Eschelon touched on  
19 it, and I think our experience is similar. And we can  
20 just give you a little background and put on the  
21 record the problems and experience we've been having  
22 with that.

23 MR. BELLINGER: Okay. We can do that  
24 tomorrow, then, I guess. We'll go through their  
25 presentation or comments, and then if you want to add

1 to that. Would that be okay?

2 MR. CRAIN: On our federal filing thing,  
3 apparently, we don't have a copy of it with us right  
4 now. And we have soft copies, but that's about it.  
5 We'll bring copies first thing in the morning. I  
6 don't know what else we can do on that.

7 (Discussion off the record.)

8 MR. BELLINGER: Which issues do you want to  
9 try to handle?

10 MR. CRAIN: We had identified a few of them.  
11 One of them is the dispatches.

12 MR. PAPPAS: Unannounced dispatches. We can  
13 also talk about the tandem outages, which Joe Craig  
14 will do. And then if we have time before 6:00, we can  
15 touch on the optional testing and/or trouble  
16 isolation.

17 Hand it off to Joe to go first.

18 MR. CRAIG: The tandem failure events. This  
19 is Joe Craig with Qwest.

20 I can go through these one at a time. It  
21 would be information that I shared with Dave Kunde,  
22 and I think Bonnie Johnson was on the call as well.  
23 If you want that information repeated, I can certainly  
24 do that or we can talk about it in general. So I'll  
25 leave that forum open to you. How would you like to

1 proceed? What information are you looking for?

2 MS. POWERS: I don't know that we're looking  
3 for information. We want the tandem outages to not  
4 occur in the frequency in which they are occurring.

5 MR. BELLINGER: Speak up just a little bit  
6 since you don't have a mike.

7 MS. POWERS: I responded in the sense he  
8 asked me what it is that I'm looking for. And what  
9 we're looking for is for the tandem outages to not  
10 occur, especially in the frequency in which they have  
11 occurred.

12 MS. CLAUSON: And any other pieces, the  
13 process piece which is dealing with making sure that  
14 you're capturing them and notifying them early enough  
15 and on the right intervals.

16 And that the other process piece is that if  
17 your customers get -- I'm sorry, retail reps get  
18 misdirected calls that they give out the appropriate  
19 information. Because one of the reasons we've been  
20 pressing for that tandem notice to be available to us  
21 is that Qwest representatives have told our end-user  
22 customers that this is an Eschelon error when we have  
23 a notice in our hands that says it's a Qwest tandem  
24 failure. Now, if that was a cable cut, everybody  
25 would know the Qwest cable cut has been cut. It's a

1 piece of equipment at Qwest that's gone down, affects  
2 everybody. We have a notice.

3           And I'm not aware of anything in the CMP  
4 process that says the notice will contain a  
5 confidentiality designation. There's nothing in there  
6 that's confidential. It gives CLLI codes and things  
7 that you can find on the Web. So why is it that we  
8 don't have anything to point to for our customers when  
9 the reason we need something to point to is that Qwest  
10 retail reps have told our customers it's an Eschelon  
11 problem. So the process piece is very important to  
12 us. And, of course, it would be ideal if the problem  
13 would go away. But if it doesn't, then we need to  
14 make sure the process addresses it accurately.

15           MR. CRAIG: I'll do my best with the  
16 information I just received. Notification. We have  
17 an ANCR process that Eschelon is a part of, and we  
18 send notification out for all network outages, not  
19 just switch outages or not just tandem switch outages.  
20 Those notifications are sent from a network management  
21 center. At the time the network management center is  
22 made aware of an event, whether it's a cable cut, a  
23 switch outage, a power failure, whatever it might be,  
24 the network management center certainly relies on our  
25 focus groups out surveilling the network for

1 information of when an event is happening that is  
2 reportable through the notification process.

3 I've taken Dave Kunde's request back to the  
4 network management center and to the NROC folks.  
5 They're making improvements in the process of  
6 communication of outages to the network management  
7 center. The network management center has a process  
8 goal of notification of 30 minutes after they're made  
9 aware of an outage, start to finish, of everybody that  
10 participates with ANCR. So the sooner we can get the  
11 network management center notified, certainly the  
12 better off everyone will be. So they have agreed to  
13 take a look at their communication process into the  
14 network management center and how they can improve  
15 that.

16 I agreed with Dave Kunde to as soon as I had  
17 some information back from that team, I would share  
18 that information with him, and I'll keep that  
19 commitment with Dave.

20 MS. CLAUSON: And just for the record, Dave  
21 Kunde is an executive vice president in charge of  
22 operations at Eschelon who has dealt with you on this  
23 issue, correct?

24 MR. CRAIG: Yes, ma'am.

25 MR. BELLINGER: Do you have your process

1 documented anywhere that you're speaking of? Is that  
2 in the SGAT?

3 MR. CRAIG: I believe we do. I don't know  
4 where -- I'll take a look and see if I can find it  
5 tonight where it might be publicly available. ANCR is  
6 a retail process, so I would suspect that the process  
7 or the internal process is documented somewhere. I'll  
8 see where we can get that.

9 MR. BELLINGER: Okay. We'd like to have it  
10 as an exhibit, I think.

11 MR. CRAIN: Should we move on to the next  
12 issue?

13 MR. BELLINGER: A quick comment. Don't you  
14 file your tandem failures with the FCC?

15 MR. CRAIG: The FCC -- well, one of our  
16 failures in Seattle, as noted on page 28, May 16th,  
17 2002 -- that was actually May 15th, 2002. Qwest  
18 reports outages to the FCC following FCC's rule  
19 63-100. Of the failures that are listed on page 28,  
20 the Washington failure is the only one that made the  
21 FCC criteria, and Qwest did properly notify the FCC  
22 and then file a subsequent report that is available on  
23 the FCC's Web site.

24 MR. BELLINGER: What is the criteria on the  
25 tandem?

1           MR. CRAIG: Tandem is 50,000 blocked calls or  
2 50,000 affected customers for longer than 30 minutes.

3           MR. BELLINGER: Okay.

4           MR. CRAIG: Since a tandem switch does not  
5 serve end office customers, the FCC's rule has a  
6 subset of how to calculate appropriate number of  
7 customers using an arithmetic calculation of blocked  
8 calls. And I can get a copy, I think, of the FCC's  
9 rule if anybody would like it. It's available on the  
10 FCC's Web site.

11           As far as the misdirected calls,  
12 unfortunately, that happens, and there is a reason  
13 that when requesting a root cause analysis that we  
14 provide that analysis under confidentiality. Earlier  
15 in the complaint or what I think I heard --

16           MS. CLAUSON: Again, we're not asking for the  
17 root cause analysis.

18           MR. CRAIG: What I read and what I heard was  
19 that misdirected calls, your customers were getting  
20 misinformation from Qwest. Qwest has a policy that we  
21 will give you whatever you request, if a root cause  
22 analysis, some sort of admission of something,  
23 whatever. This is what's happening, if it's not  
24 publicly available, for instance, the Washington  
25 outage that you could get on the FCC Web site. The



1 reason we do that is it was my understanding from  
2 talking to Dave that it was something that Eschelon  
3 wanted to send out in a mailer. Something that  
4 Eschelon just wanted to forward right on to their  
5 customers.

6           So the confusion factor we're attempting to  
7 eliminate by saying anything that is sent on a Qwest  
8 letterhead to a company will be sent as confidential.  
9 You're free to summarize the information provided and  
10 provide your customers the information essentially  
11 summarized. The idea there is that the Qwest  
12 letterhead is not forwarded on to your customers.  
13 Hopefully, that will eliminate confusion.

14           So if there's a different suggestion, if  
15 there's something else that we can do to help resolve  
16 that issue with you, Dave had no offers of other  
17 solutions. He just wanted the confidentiality  
18 agreement.

19           MS. CLAUSON: Actually, we've had this  
20 discussion with Qwest not only through Dave but  
21 through our informal complaint in Utah through Staff  
22 through e-mails we've exchanged. And we've had it  
23 clarified on more than one occasion that while  
24 obviously a letter would be ideal in the case where  
25 our customer has gotten wrong information, we would be

1 satisfied with just a document that says there was a  
2 tandem failure. We are not asking for an apology or  
3 some unrealistic root cause where you've got to go and  
4 call, we did this. We are looking for a factual  
5 statement at the time it's occurring when we've got  
6 misinformation out there that this is a failure or  
7 whatever you want to call it at a tandem, at a piece  
8 of Qwest equipment.

9           And the fact that this has occurred is not  
10 confidential. It's the kind of thing that if enough  
11 volume happens, you have to report it to the FCC, and  
12 under some state commission rules you have to report  
13 it. So we are not talking about confidential  
14 activity. We're talking about a fact that should be  
15 and is known that in some cases is reported to public  
16 agencies that for some reason is being marked  
17 confidential. And to say you'll give a summary to us  
18 does not solve our problem because our problem is that  
19 someone at Qwest has told one of our customers that  
20 it's an Eschelon problem. So for us to summarize a  
21 letter, they're going to say, sure, you'd say that. I  
22 want to hear from Qwest that it's their problem.

23           So it doesn't have to be on Qwest's  
24 letterhead, and you'd never have to do a letter if the  
25 initial notice that doesn't contain confidential

1 information isn't marked confidential. And we could  
2 say, this is a Qwest outage. And then if you combine  
3 that and you may eliminate the need for that if you  
4 can correct the problem with the misinformation to  
5 begin with.

6 MR. CRAIG: And that's exactly where we're  
7 headed. What I did is I took the information back to  
8 the repair service bureau and asked them to once again  
9 cover with their technicians, and they agreed to do  
10 that in I think they said 90 days, cover with the  
11 technicians that are answering the phone that if it's  
12 a CLEC customer of any sort, Eschelon or anybody else,  
13 that we refer them to their appropriate service  
14 provider. And that if they don't know for a fact what  
15 the problem is, that we just simply refer them to  
16 their service provider to get more information.

17 MS. CLAUSON: And if that breaks down for  
18 some reason, as it has in the past, I mean, are you  
19 claiming that a tandem failure that if it reaches  
20 certain proportion would have to be reported to a  
21 public entity, the fact that that's occurring and  
22 affecting customers, yours and mine, is confidential?

23 MR. CRAIG: No, it's not the failure that is  
24 confidential, it is the information provided to CLECs  
25 such that the intent there, as I'll restate, is so

1 that that information is not forwarded along, the  
2 information to your customers comes from your company,  
3 not from Qwest.

4 MS. CLAUSON: And if the information you're  
5 presenting to us has no confidential information in it  
6 and, in fact, at a certain level you give it to a  
7 federal agency or a state agency so we could cite  
8 that, what is the difference between us -- between us  
9 getting it directly from you or going to the FCC to  
10 get it. We are not -- I mean, under what grounds do  
11 you mark something confidential that isn't  
12 confidential? And you agreed with me the fact that  
13 it's occurring isn't confidential.

14 MR. CRAIG: I don't know what answer I can  
15 give you to stop the argument, so I'm just going to  
16 say, I'll take it back. If the explanation that I've  
17 given is not going to solve it here, that's very clear  
18 to me.

19 MR. BELLINGER: What about a separate  
20 document?

21 MR. CRAIG: We've talked about a separate  
22 document. The information that was requested from  
23 Qwest was intended to be sent directly to the CLEC  
24 customers. So the information that came from Qwest  
25 would be sent to the customers, bypassing the CLEC, if

1 you will, and that's one of their complaints. And  
2 that was the original intent of the confidentiality  
3 label on the information provided by Qwest. They're  
4 free to summarize it in a letter dated XYZ date from  
5 Qwest, the following network outage happened or  
6 network failure happened. And they're free to explain  
7 it to their customers in any way that they so desire.

8 MS. SCOTT: I guess Staff would like to hear  
9 the response to Karen's question, also, because I  
10 don't understand why a document like that would be  
11 classified as confidential. And by doing so, I think  
12 it would make it awfully confusing to the CLECs and  
13 raise questions as to whether they could even forward  
14 the information on to their end-users. So in my mind,  
15 there has to be a better way of doing that,  
16 communicating that to the CLEC, than classifying it as  
17 confidential.

18 MR. CRAIG: The original notification that is  
19 sent to the companies via the ANCR process is not  
20 confidential. The request made of us that we provide  
21 it confidentially was a root cause analysis.

22 MS. CLAUSON: Actually, the notice says  
23 privileged and confidential on it.

24 MR. CRAIG: The notice that is sent via the  
25 ANCR process does not say privileged and confidential.

1 It's the notification of when the event started. Dave  
2 Kunde and there was Bonnie Johnson and some others on  
3 the phone, your operations manager. Anyway, working  
4 with the account team. The original notification that  
5 is sent out is sent out via e-mail, it's sent out via  
6 page, and it's sent out via voicemail at your request,  
7 however you prefer to get it. That notification does  
8 not go confidential.

9 MS. CLAUSON: Actually, the ones we provided  
10 to the Utah Commission, we had to mark them  
11 confidential because you had them stamped confidential  
12 and privileged. If that's inadvertent and it wasn't  
13 supposed to say confidential and we can use that  
14 initial notice, we'll use it. But one of the reasons  
15 we're raising this and we asked for a letter is  
16 because that notice that we received by e-mail did say  
17 privileged and confidential on it. And I will have  
18 someone from my office fax it to me in the hotel and  
19 bring it with me tomorrow. And if you're telling me  
20 you're willing to change that and the notice doesn't  
21 have that on it, that would be helpful to us. So I'll  
22 bring it. That's your understanding, is that notice  
23 that comes out is not supposed to say privileged and  
24 confidential on it?

25 MR. CRAIG: It's my understanding that

1 they're not sent out under confidential, that's true.

2 MR. CRAIN: Why don't you bring that, and  
3 let's address it tomorrow and see if we can resolve  
4 this.

5 Next issue?

6 MR. BELLINGER: You can bring that tomorrow.

7 MR. CRAIN: Yeah. Let's see if we can work  
8 that tomorrow.

9 MR. PAPPAS: And I'll just touch on two in  
10 the next ten minutes.

11 I just wanted to clarify a couple things that  
12 you said as you were running through your list that I  
13 think may cause some confusion for the group.

14 I think at first we were talking -- not at  
15 first, but as we got later on in it, we were talking  
16 about the unnecessary dispatches. And you said that  
17 invoices were left for customers on the unnecessary  
18 dispatches. And I think you may have got that  
19 confused with the repair scenarios for trouble  
20 isolation, so I just wanted to clarify that for you.

21 MS. CLAUSON: There are two issues. One is  
22 unannounced dispatches.

23 MR. PAPPAS: I'll call that an unannounced  
24 dispatch.

25 MS. CLAUSON: And that's not the issue we're

1 talking about when we're talking about branding and  
2 customer confusion.

3 MS. POWERS: I brought that up a little  
4 early.

5 MR. PAPPAS: I just wanted to make sure we  
6 weren't confused about that issue.

7 MS. CLAUSON: We were talking about  
8 maintenance and repair charges when a Qwest technician  
9 goes out on a CLEC behalf but then gives a U S WEST or  
10 Qwest bill to a customer.

11 MR. BELLINGER: He's talking about  
12 unnecessary dispatch.

13 MS. CLAUSON: Unannounced. They may be  
14 necessary to you, but they're not ours.

15 MR. PAPPAS: I wrote it down incorrectly.

16 There was a process change that was done on  
17 July 23rd in which all of the orders that are for the  
18 UNE-P are now being monitored to make sure that we  
19 don't have a, as I call it, the unnecessary dispatch.  
20 That got instituted, as I said, on the 23rd. We have  
21 five instances before that were documented. It  
22 appears two that were in Arizona. And we've had two  
23 additional ones that we found out today, one on the  
24 17th and one on the 18th.

25 MS. BLISS: I'd like to clarify what you just



1 said. Susie Bliss. I just wanted to clarify that we  
2 did make a process change on the unannounced  
3 dispatches on July 23rd. And we are just monitoring  
4 them for a short time just to make sure that our  
5 process change works. It's not an ongoing watching  
6 every order. Just a process check. So I wanted to  
7 clarify that.

8 MS. POWERS: Is that monitoring of migration  
9 or new, all UNE-P orders?

10 MS. BLISS: Yes.

11 MS. POWERS: All?

12 MS. BLISS: Just want to be really clear  
13 here. On the unannounced dispatches, we unraveled it,  
14 tried to find what the root cause of the five to seven  
15 instances were to make sure we were really clear about  
16 what the problem was. So once we found the root cause  
17 of the seven or five instances at the time, we then  
18 made some process changes or modifications to make  
19 sure that the root cause that we found took care of  
20 the problem. And so we're up to seven now. The seven  
21 that occurred are all prior to our process change on  
22 July 23rd. So I want to be really clear about that.

23 MS. POWERS: Does the process change affect  
24 whether an order is categorized that is manual? Does  
25 that affect that process?

1 MS. BLISS: No.

2 MS. POWERS: What does the process change  
3 entail?

4 MS. BLISS: Without getting into all the  
5 details about what systems we're doing and things like  
6 that, but we are making sure that the order is  
7 provisioned correctly. No one's touching it. That it  
8 flows through the systems correctly. But we are  
9 watching it to make sure.

10 MS. CLAUSON: And that goes to the issue, if  
11 I'm understanding you correctly, of whether the order  
12 prompts the dispatch, correct?

13 MS. BLISS: Correct.

14 MS. CLAUSON: If the dispatch is unrelated to  
15 the order, for example, it's part of some copper  
16 availability project that Qwest has, what happens  
17 then?

18 MS. BLISS: That's a different issue, so I'll  
19 go back to my partner in network.

20 MR. BELLINGER: Clarification. You said  
21 there are seven of these instances?

22 MS. BLISS: To date, yes.

23 MR. PAPPAS: Seven to date, correct.

24 MR. BELLINGER: For Eschelon or all CLECs?

25 MS. BLISS: For all customers, which Eschelon

1 is the primary customer of this issue. Seven total.

2 MS. CLAUSON: Again, we don't know that that  
3 number is total because we only can report this when  
4 the customer complains to us.

5 MR. BELLINGER: How many does Eschelon --

6 MS. CLAUSON: I don't know a total. I know  
7 that the two that we have in here were Arizona recent  
8 examples. We have had other examples, but they may  
9 not be in Arizona.

10 Are you talking about an Arizona number?

11 MS. BLISS: Two out of seven were Arizona.  
12 When we get an example of a problem, we unravel it.  
13 We try and find more to see if there's any patterns so  
14 that we're fixing the right process problem. And so  
15 when we looked at this issue, we looked at all of the  
16 orders that could probably fall into this scenario.  
17 And at the time we found I think four.

18 And then as we monitored and tweaked, we  
19 found one more and one more and up to seven as of  
20 today. All of them were made prior to our process  
21 improvement on July 23rd. We believe we have fixed  
22 it. We've monitored 25 orders since July 23rd.  
23 Everything seems to be flowing through the system  
24 correctly and no technicians are dispatched.

25 MS. CLAUSON: Since July 23rd?

1 MS. BLISS: Correct.

2 MS. CLAUSON: If you look at our exhibit --

3 MR. BELLINGER: You're talking about --

4 MS. BLISS: July 23rd of this year.

5 MS. CLAUSON: Exhibit 16.

6 MR. BELLINGER: Last week?

7 MS. BLISS: Last week.

8 MS. CLAUSON: Exhibit 16, our last example  
9 happened on July 26th. That's after you put this  
10 process in place. Did that capture that example?

11 MS. BLISS: I'd have to read that.

12 MS. CLAUSON: E-16. It's the second page in  
13 E-16.

14 MS. DUBUQUE: That's time and materials,  
15 though.

16 MS. BLISS: That's back to the invoice issue,  
17 isn't it?

18 MS. POWERS: You're right.

19 MS. BLISS: For the record, is that another  
20 issue?

21 MS. CLAUSON: Let me see if I understand what  
22 you're saying. What you're monitoring since July 23rd  
23 is whether an order activity prompts this kind of  
24 dispatch, not whether once it occurs, some issue  
25 happens. If there was an unrelated dispatch that's

1 not related to our activity, that's not what you're  
2 dealing with after the 23rd?

3 MS. BLISS: No, we're looking at all orders  
4 that fall into this category where we could have had a  
5 dispatch prior to July 23rd. We looked strictly at  
6 root causes of those five to seven examples.

7 MS. CLAUSON: Examples of when there was a  
8 dispatch, but the order should have been record work  
9 only.

10 MS. BLISS: Correct. The record work only,  
11 just to be clear, should not have a technician  
12 dispatched.

13 MR. BELLINGER: So this is a system change  
14 you made on July 23rd?

15 MS. BLISS: Pardon?

16 MR. BELLINGER: What kind of change was made  
17 July 23rd?

18 MS. BLISS: What kind of change was made on  
19 July 23rd? There were several of them. I think the  
20 one that we've got in place now should be working  
21 well. We basically are looking at the orders, making  
22 a few system modifications. But basically, what we're  
23 doing is different change orders -- I'm sorry,  
24 different order types, making sure that things flow  
25 through correctly and that we're not touching them.

1 We think we've got it nailed.

2 MR. BELLINGER: When did the first one occur?

3 MS. BLISS: The first of the seven?

4 MR. BELLINGER: Yes.

5 MR. PAPPAS: It occurred on May 11th is the  
6 date that I've got in this.

7 MR. BELLINGER: And how did you find out  
8 about these?

9 MR. PAPPAS: Excuse me, April 11th.

10 MS. BLISS: The due date on order No. 1 was  
11 April 11th of this year.

12 MR. CRAIN: And then can you address the  
13 additional copper issue and projects.

14 MR. BELLINGER: Let's finish this. The first  
15 one occurred April 11th. How did you find out about  
16 it?

17 MS. DUBUQUE: That was part of the UNE-P  
18 conversion process. And we have a project manager and  
19 we work daily with Eschelon on a daily basis. And  
20 that was during the trial period of the UNE-P  
21 conversion. And we tracked every single issue during  
22 that time, and that was one of the issues that was  
23 discovered during the trial.

24 MS. POWERS: So it was brought to your  
25 attention through Eschelon?

1 MS. DUBUQUE: That's correct.

2 MS. CLAUSON: In other words, when we were  
3 migrating a customer from UNE-Star to UNE-E, we had  
4 been told by Qwest that this would be record work  
5 only. We had told our customer --

6 MR. BELLINGER: Right, I understand that.  
7 But I was trying to understand the magnitude of this  
8 and when it occurred and how quickly they responded.  
9 And it sounds like it's not a very big problem.

10 MS. DUBUQUE: We did 724 LSRs in Arizona from  
11 May through July 18th, and two of those were involved  
12 with unnecessary dispatch.

13 MS. CLAUSON: Are you referring to the  
14 migration orders?

15 MS. DUBUQUE: That's correct.

16 MS. CLAUSON: Now, is that in April?

17 MS. DUBUQUE: No, I believe I stated from May  
18 through July.

19 MS. CLAUSON: So does that figure include the  
20 ones that were the early orders, the Centrex that were  
21 converted as block?

22 MS. DUBUQUE: There was no -- you have no  
23 Centrex here in Arizona, so this would include POTS  
24 orders, Centrex 21 that were converted. And the one  
25 during the trial was -- I don't have the statistics on

1 the number of orders that we did during the trial.

2 MS. CLAUSON: Okay. Bonnie, are you still on  
3 the line?

4 MS. JOHNSON: Yes, I am, Karen, and I would  
5 like to comment, if I could, please.

6 MS. CLAUSON: Go ahead.

7 MS. JOHNSON: I just want to communicate that  
8 I do appreciate Qwest making process changes to  
9 address those dispatches that occurred as a result of  
10 a service order error. But the issue that we are  
11 discussing and talking about is ongoing network  
12 maintenance where -- the first dispatch issue that we  
13 had during the UNE-P migration where Qwest did a root  
14 cause, they came back to us and told us that the  
15 dispatch was not a result of the service order. We  
16 communicated back to them that the technician showed  
17 our customer a copy of the migration service order  
18 that caused him to dispatch, and it was determined and  
19 identified that that was a result of this ongoing  
20 maintenance.

21 What we are asking for is we understand the  
22 need for Qwest to have to maintain their network. We  
23 do not object to that. We just want to know on these  
24 orders where you traditionally would not have an  
25 outside technician going to the customer premise that



1 we are notified that that maintenance work is going on  
2 so we can troubleshoot any problems that arise and set  
3 the expectation for the customer.

4           On this one particular order where we got to  
5 the root cause of it, it was a record order. It was  
6 just for records work only. So I understand that you  
7 have made process changes that will address those  
8 unnecessary dispatches in error. We're not talking  
9 about unnecessary dispatches in error. We're talking  
10 about the regular maintenance network work that goes  
11 on within Qwest, and we just want to be notified when  
12 a Qwest technician is going to be making a visit to  
13 our customer's premise.

14           In this particular case on the order that I  
15 am talking about, the Qwest technician showed up, we  
16 positioned this as a record change for the customer.  
17 It was Centrex 21 to UNE-P/Centrex 21, records work  
18 only, no dispatch, no switch work. We positioned it  
19 that way with our customer. The Qwest technician  
20 showed up on site and said he was there to do this  
21 work. Showed him a copy of the service order and  
22 said, I'm going to have your service down for about 15  
23 minutes. So this is a problem. We need to  
24 communicate this to our customer.

25           MS. CLAUSON: And, Bonnie, if I can

1 interrupt, I think there's two issues.

2           One, which Susie and Toni have been  
3 describing, is Qwest making some changes that try to  
4 ensure that our order activity is not prompting the  
5 work they're doing.

6           MR. CRAIN: Which is the example she spoke  
7 about where it was supposed to be a record order and  
8 there was a tech dispatched.

9           MS. CLAUSON: Right. And that was one of the  
10 scenarios. We noticed it because it was associated  
11 with an order activity so we were monitoring it  
12 because we were expecting order activity that day.  
13 That still leaves the issue of copper availability and  
14 when -- once you've disassociated it from the order,  
15 if you're just going out there for something, we want  
16 to know for all the reasons Bonnie suggested.

17           MR. PAPPAS: And let me address that  
18 because -- and I'll clarify for you what the issues  
19 were.

20           The issues that Susie Bliss identified cause  
21 the order to reassign facilities; hence, the reason  
22 for the trip out to the premise. There are no  
23 activities other than the bulk deloading project and  
24 the information that's contained on the ICONN database  
25 for jobs that are in excess of \$100,000 that are going

1 on right now. There are no efforts to recover copper  
2 pairs and doing this on an order-by-order basis. The  
3 reason that technician went out was because that order  
4 reassigned the facilities in error. And, of course,  
5 with the reassignment of facilities, you have to  
6 dispatch to the field in order to connect the new  
7 facilities.

8               Now, I'm not sure if this is the example  
9 from -- I think, Bonnie, you were talking about the  
10 example on the 11th or were you talking about a  
11 different example?

12              MS. JOHNSON: I actually do not -- I would  
13 have to go back to the UNE-P migration log to identify  
14 exactly which order it was.

15              MR. PAPPAS: I'll tell what you goes on. I  
16 installed for about 14 or 15 years and did thousands  
17 of orders. And in an instant where a technician would  
18 go out to the field to place new facilities and  
19 actually open it up with the network interface device  
20 and take a look at the pair and see if you had either  
21 battery on the ring site or you had a 20-point  
22 kickback to the central office, you're not going to  
23 make new cross-connects, you're just going to call  
24 LFACS and say, I'm at this address. You've got pairs  
25 here. And that's what happened in some of these

1 instances.

2           So as I say, the process that put in place,  
3 the change that was made on the 23rd, should address  
4 this issue. It will not require a field dispatch. It  
5 will not reassign those pairs in a UNE-P order, and I  
6 really don't believe you'll have any further problems  
7 with it.

8           MS. CLAUSON: You referred to April 11th.  
9 That was one of the migration orders. The example  
10 given on page 7 is the July 2nd example where a  
11 Colorado customer was supposed to convert to Eschelon.  
12 We thought there would be no dispatch, and there was.  
13 Is that one of the examples you are dealing with now?

14           MR. PAPPAS: There's numerous examples --  
15 here are the five. I don't see a July 2nd on here.

16           What I'm saying is the issue that was found  
17 was causing a reassignment of facilities, and it did  
18 it on a random basis. And we have to dispatch when  
19 assignments are reassigned. There's no other way to  
20 do it.

21           MS. CLAUSON: So when you say there's seven  
22 examples, does that include the July 2nd example?

23           MR. PAPPAS: As I said, I don't see a July  
24 2nd date on this order -- or on these orders.

25           MS. CLAUSON: And that is one of our

1 examples. And since it's not on our list, I'm  
2 wondering if it is captured.

3 MR. CRAIN: Are you looking at your exhibit?

4 MS. CLAUSON: I'm looking at E-9, page 7.

5 MR. PAPPAS: You know, we're not talking the  
6 volumes that -- the fact is, the change has been made  
7 to address it. We've monitored since the 23rd that  
8 the change is working. I mean, whether I've got five  
9 examples here or six, I don't see the --

10 MS. CLAUSON: I guess the reason I say is  
11 you're saying there are only five or seven, it's  
12 really small. If your five or seven don't include the  
13 example we raised, it made me wonder if you're looking  
14 at the five or seven if you really did capture the  
15 issue or not. You put this number out there as being  
16 complete, and I'm asking whether it is. Because if  
17 this isn't on your list, you may not have reviewed the  
18 root cause to see if it's the same thing.

19 MS. BLISS: On July 2nd, that's when the  
20 technician showed up. What's the due date on the  
21 order or do you have an order number?

22 MS. CLAUSON: No, that's the Colorado example  
23 on page 7 of our E-9.

24 MR. PAPPAS: Do you have a telephone number?

25 MS. CLAUSON: Yes. Are any of yours Colorado

1 examples?

2 MR. PAPPAS: Do you have a telephone number?

3 MS. CLAUSON: Not in my --

4 MR. PAPPAS: We have three Colorado orders,  
5 303 and two 970s, which are northern Colorado on the  
6 western slope.

7 MR. BELLINGER: I think listening to it, it  
8 sounds like they had a system problem. They  
9 dispatched a technician. They didn't notify you  
10 because the system said we need to dispatch a  
11 technician. You called it to their attention, and it  
12 sounds like they tried to fix it.

13 MS. CLAUSON: It sounds like it does fix it.  
14 We've been given conflicting information. We were  
15 told by Qwest that there was a copper unavailability  
16 that prompted this. And Bonnie's point was that  
17 today, Qwest is saying than this is related to our  
18 order activity. When we raised it with Qwest and said  
19 that, they flat out denied that. So it's nice to hear  
20 today that that's the issue. But we identified that  
21 as the issue, and they denied it. So we've had  
22 conflicting information on this. Now they're saying  
23 it's the issue that they previously denied it was and  
24 saying they fixed that issue.

25 So we'll move on, and we hope we don't have

1 any more examples of this, but we have been told there  
2 was a project relating to copper availability. That  
3 our orders did not trigger this activity. Now we're  
4 being told that the orders did trigger it, and it's  
5 fixed.

6 MR. BELLINGER: Right. That's what I said.  
7 So that satisfies this particular issue?

8 MS. CLAUSON: We won't know until we see if  
9 it happens again.

10 MR. BELLINGER: Okay. Is there anything you  
11 want from Qwest on this?

12 MS. CLAUSON: We would like to understand the  
13 changes they made, and we can do that on a separate  
14 call with Bonnie.

15 MR. BELLINGER: With that, let's wrap it up  
16 for tonight. We'd like to start at 8:00 in the  
17 morning.

18 MR. CRAIN: Fine with us. We'll be here.

19 MR. BELLINGER: So we'll start with your  
20 presentation at 8.

21 (The workshop recessed at 6:15 p.m.)

22

23

24

25

1 STATE OF ARIZONA       )  
                                  ) ss.  
2 COUNTY OF MARICOPA    )

3

4               I, CAROLYN T. SULLIVAN, Certified Court  
5 Reporter No. 50528 for the State of Arizona, do hereby  
6 certify that the foregoing printed pages constitute a  
7 full, true and accurate transcript of the proceedings  
8 had in the foregoing matter, all done to the best of  
9 my skill and ability.

10              WITNESS my hand this 2nd day of August, 2002.

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14                               CAROLYN T. SULLIVAN, RPR  
15                               Certified Court Reporter  
                              Certificate No. 50528

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